

THE STATE OF SOUTH CAROLINA
In The Supreme Court

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S.C. SUPREME COURT

APPEAL FROM UNION COUNTY
Court of Common Pleas
William A. McKinnon, Circuit Court Judge

Appellate Case No. 2021-000557

Dwayne Thompson, ... Respondent,

v.

Rolling Fog Vapor Company, LLC,

Of whom LG Chem, Ltd. and LG Chem America, Inc. are
the..... Petitioners.

**APPENDIX
VOLUME TWO**

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF UNION	)	CIVIL ACTION NO.: 2019-CP-44-00054
	)	
DWAYNE THOMPSON,	)	
	)	
Plaintiff,	)	
	)	PLAINTIFF'S MEMORANDUM OF LAW
v.	)	IN OPPOSITION TO LG CHEM, LTD.'S
	)	RENEWED MOTION TO DISMISS FOR
LG CHEM, LTD., LG CHEM AMERICA,	)	LACK OF PERSONAL JURISDICTION
INC., and ROLLING FOG VAPOR	)	
COMPANY, LLC,	)	
	)	
Defendants.	)	
	)	

PLEASE TAKE NOTICE that the Plaintiff, Dwayne Thompson, submits this memorandum of law in opposition to Defendant, LG Chem, Ltd.'s ("LG Chem") Renewed Motion to Dismiss for Lack of Personal Jurisdiction. Given LG Chem's discovery abuses that have been documented around the country, and the fact that this Court has adequate information to rule on LG Chem's motion, Plaintiff desires to have this motion ruled on without conducting further jurisdictional discovery. (See Exhibit 1, Sanctions Order from the Honorable J. Clark Stankowski, Alabama Circuit Court Judge). Furthermore, LG Chem states in their renewed motion to dismiss that "discovery will not produce evidence of jurisdictionally relevant contacts with South Carolina because no such contacts exist." (LG Chem LTD's Renewed Motion to Dismiss Plaintiff's Complaint for Lack of Personal Jurisdiction, p. 3). Given LG Chem's bold statement, Plaintiff believes that now is the proper time for this motion to be decided.

FACTS

This case arises out of serious burn injuries that Thompson sustained from an e-cigarette ("e-cig") lithium-ion rechargeable battery ("Subject Battery") manufactured by LG that ignited in Thompson's pocket. The Complaint alleges that Thompson visited a Rolling Fog Vapor

Company, LLC store on East Main Street in Spartanburg, South Carolina, and purchased the Subject Battery. (Compl. ¶ 9). While at his place of employment on July 27, 2018, the Subject Battery suddenly exploded and burst into flames that resulted in third degree burns to numerous portions of his body requiring skin grafts. (Compl. ¶ 12). The Complaint alleges negligence, strict liability, and breach of warranty allegations against the Defendants. Specifically as to LG Chem, the Complaint alleges that “LG and LGA have continuing contacts with South Carolina by transacting substantial business in this state and manufacturing, distributing, and/or selling goods with the reasonable expectation that they will be used in this state and which are in fact used in this state.” (Compl. ¶ 7).

ARGUMENT

I. LG CHEM IS SUBJECT TO THIS COURT’S JURISDICTION

a. THIS COURT HAS JURISDICTION OVER LG CHEM PURSUANT TO SOUTH CAROLINA’S LONG ARM STATUTE

LG Chem possesses minimum contacts so as to not offend traditional notions of fair play and substantial justice. In ruling on a motion to dismiss for lack of personal jurisdiction, all factual disputes are resolved in the plaintiff’s favor, and the party asserting jurisdiction under the long-arm statute meets his burden of proof by making a *prima facie* showing of jurisdiction. Taking all facts and inferences in Plaintiff’s favor, he makes a *prima facie* case showing specific personal jurisdiction as to LG Chem.

Despite conceding that LG Chem generates revenue and conducts business in South Carolina, it tries to limit the Court’s jurisdiction to specifically this product. This narrow interpretation is contrary to South Carolina and federal law. LG Chem and LGCAI import its products into the United States through the Port of Charleston and other ports with South Carolina as the final destination. (Ex. 2 – Import Data). The US Customs data shows that LG Chem and LGCAI have been utilizing the Port of Charleston since 2006. (Ex. 2 – Import Data). The import

data from December 2016 to February 2019 alone, shows approximately 296 shipments from LG Chem to the Port of Charleston. (Ex. 2 – Import Data). Of these shipments approximately 244 were consigned by LGCAI. (Ex. 2 – Import Data). The import data indicates shipments to Carolina Covertech in North Augusta, Continental Tire in Sumter, Covidien in Greenwood, Fitesa in Simpsonville, Flex in West Columbia, Milliken Company in Spartanburg, and Volvo Car US Operations, Inc. in Ridgeville. (Ex. 2 – Import Data).

LG Chem has established minimum contacts with South Carolina in accordance with the long-arm statute by directing its activities at South Carolina through the intentional placement of its products into the stream of commerce using nationwide distributors. “Specific jurisdiction over a cause of action arising from a defendant’s contacts with the state is granted pursuant to the long- arm statute.” State of South Carolina v. NV Sumatra Tobacco Trading Co., 666 S.E.2d 218, 222 (2008). The applicable section of the long-arm statute provides as follows:

§36-2-803. Personal Jurisdiction based upon conduct.

- (A) A court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person’s: (8) **production, manufacture, or distribution of goods with the reasonable expectation that those goods are to be used or consumed in this State and are so used or consumed.**

LG Chem’s conduct satisfies subsection (8) of the long-arm statute because it produced and manufactured a good with the reasonable expectation that it would be used or purchased in South Carolina, and the Subject Battery was purchased, used, and caused damage in South Carolina. Therefore, LG Chem had a reasonable expectation that its products would be used or purchased in South Carolina.

b. LG CHEM’S CONTACTS WITH SOUTH CAROLINA ARE SUFFICIENT TO SATISFY DUE PROCESS

LG Chem knowingly placed its products into the stream of commerce with the expectation

that they would be used in South Carolina. The foreseeability that is critical to due process analysis is not the mere likelihood that a product will find its way into the forum state. Rather, it is that the defendant's conduct and connection with the forum state are such that he should reasonably anticipate being haled into court there. This theory of personal jurisdiction is known as the "stream of commerce" theory. Southern Plastics Co., supra citing World-Wide Volkswagen Corp., 444 U.S. at 297. The stream of commerce theory is the law in this state as to personal jurisdiction. State v. NV Sumatra Tobacco Trading, Co., 379 S.C. 81 n.5, 89, 666 S.E.2d 218, 222 (2008). Trial courts in South Carolina are required to apply the stream of commerce test when assessing whether due process is afforded in exercising jurisdiction over a foreign manufacturer. In Asahi Metal Ind. Co., Ltd. v. Superior Court of California, 480 U.S. 102, 107 S.Ct. 1026, 94 L.Ed.2d 92 (1987), Justice Brennan describes the stream of commerce as follows:

The stream of commerce refers not to unpredictable currents or eddies, but to the regular and anticipated flow of products from manufacture to distribution to retail sale. As long as the participant in this process is aware that the final product is being marketed in the Forum State, the possibility of a lawsuit there cannot come as a surprise. Asahi, 480 U. S. at 117.

The purpose of the stream of commerce theory is to hold a manufacturer "amenable to process in a forum in which its products are sold, even if the products were sold indirectly through importers or distributors with independent sales and marketing schemes." DeJames v. Magnificence Carriers, Inc., 654 F.2d 280, 285 (3d Cir.) cert. denied, 454 U.S. 1085 (1981). In NV Sumatra, Sumatra, an Indonesian corporation, sold United brand cigarettes to UNICO Trading Pte., Ltd., a Singapore corporation, who in turn sold them to Silmar Trading, Ltd., a British Virgin Islands corporation, who then contracted with F.T.S. Distributors, a United States importer, to distribute the United brand cigarettes throughout the United States. NV Sumatra, 379 S.C. at 85-6. Despite the various layers between NV Sumatra and South Carolina, the South Carolina Supreme Court found the exercise of jurisdiction proper. In NV Sumatra, several facts led the

court to determine that Sumatra had sufficient contacts with South Carolina: (1) Sumatra admitted that it manufactured the United brand cigarettes, (2) Sumatra admitted that it owned the United States trademark for that brand, (3) per the Department of Revenue, 6,868,000 United brand cigarettes were sold in South Carolina in 2001, (4) Sumatra, either on its own or by someone else on its behalf, filed an ingredient report for the cigarettes with the Center for Disease Control, (5) Sumatra admitted that it packaged its cigarettes in a way that displayed the United States-required health warnings, and (6) the United brand cigarette packaging identified the cigarettes as an “American blend,” had a Surgeon General’s warning, and showed an eagle and striped packaging. Id. at 90.

Like Sumatra, LG Chem has sufficient contacts with South Carolina. The South Carolina Supreme Court held that Sumatra was subject to personal jurisdiction on the basis that given the volume of cigarettes sold within South Carolina, it was reasonable for the tobacco company to have been haled into a South Carolina court. NV Sumatra, 379 S.C. at 91. The web of corporations in NV Sumatra is far more complex than in the present case.

In Asahi, 480 U. S. at 117, Justice Brennan explained “that a defendant who places goods, in the stream of commerce purposefully avails itself of a forum state because it benefits economically from the retail sale of the final product...and indirectly benefits from the [s]tate’s laws that regulate and facilitate commercial activity.” In Align Corp. v. Boustred, 2017 CO 103, ¶ 33, 405 P.3d 1148, the Colorado Supreme Court found jurisdiction over Align given that Align placed its products into the stream of commerce by using distributors, Align’s products were distributed throughout the United States, including Colorado, and Align placed no geographic limitation on distribution. The Court held on these facts that Align should have reasonably anticipated being haled into court in Colorado. Align had no physical presence in the United States, instead it used U.S.-based distributors to sell its products to retailers. Id. at ¶ 2. Here, LG

Chem uses U.S.-based importers/distributors to sell its products. The Boustred Court explained the consequences of allowing a foreign manufacturer to escape jurisdiction as follows:

We reject Align’s argument that selling its products through a distributor somehow turns the distribution and sale of its products into the unilateral activity of a third party that cannot properly be considered in the minimum contacts analysis. Adopting such a position would render foreign manufacturers immune from suit in the United States so long as they sell their products in the United States through separately incorporated U.S.-based distributors. Such a result would be inequitable, as it would allow foreign manufacturers to receive the substantial economic benefit from sales to the U.S. market without incurring resulting liabilities and costs. Align Corp. at ¶ 34.

Because LG Chem manufactured and sold the Subject Battery with the reasonable expectation that it would be purchased and used in the United States, specifically knew it was being shipped to South Carolina, and this action arises from its sale and/or use in South Carolina, it has sufficient contacts such that the exercise of jurisdiction complies with Due Process. LG Chem’s motion should be dismissed on this ground alone.

c. THE COURT EXERCISING JURISDICTION OVER LG CHEM IS BOTH REASONABLE AND FAIR

In addition to LG Chem having sufficient contacts with South Carolina to satisfy due process, the exercise of jurisdiction by this Court is reasonable and fair. The U.S. Supreme Court has previously stated that the exercise of jurisdiction is not unreasonable where it is based on the efforts of the manufacturer to serve, either directly or indirectly, the market for its product. World-Wide Volkswagen, 444 U.S. at 297-98. “Where the component allegedly fails and causes injury in the very market in which the product was expected to be sold, it is not unreasonable or unfair to require the defendant to be subject to suit in that forum.” Rockwell International Corp. v. Construzioni Aeronautiche Giovanni Agusta, S.P.A., 553 F.Supp. 328 (E.D.Pa. 1982). Here, LG Chem specifically sought to serve the market in South Carolina where the Subject Battery was purposefully shipped by LG Chem. Requiring LG Chem to defend its product in South Carolina

is both fair and reasonable.

The precise issue presented in this case has been addressed by our Circuit Court on two prior occasions and by different judges. LG Chem has filed nearly identical motions to the one pending before this Court and each time it has been denied. (See Ex. 3, Order from the Honorable Michael G. Nettles and See Ex. 4, Order from the Honorable Courtney Clyburn Pope). In each of these cases, involving the same defendant and the same issue that is before this Court, our Circuit Court has ruled that the exercise of personal jurisdiction over LG Chem is proper. Even though two different Circuit Court judges have ruled that this Court has personal jurisdiction over this defendant, LG Chem continues to insist this Court does not have jurisdiction over them. To the best of Plaintiff's counsel's knowledge, neither LG Chem or LGCAI has ever prevailed on a jurisdictional challenge in South Carolina.

Nearly the same issue as presented in this case was addressed by our Circuit Court in 2012 in a case filed in Orangeburg County. In the Estate of Arthur Benjamin Sheppard, II v. Mercedes-Benz USA, LLC, Daimler AG, et. al. (2010-CP-38-1558), Daimler AG filed a motion to dismiss pursuant to SCRCP 12(b)(2). Daimler contended that by virtue of being a foreign manufacturer they did not serve the market for Mercedes vehicles in South Carolina and therefore did not possess the requisite minimum contacts with South Carolina. The court rejected this argument and found that the exercise of personal jurisdiction over Daimler AG was proper under the long-arm statute and consistent with due process. (Ex. 5, Order from the Honorable Diane S. Goodstein) (In Sheppard, the sale of the vehicle took place in Germany to Daimler's subsidiary Mercedes Benz USA). Here, LG Chem makes a similar argument made by Daimler i.e. that it does not sell products in South Carolina related to e-cig batteries. In *Roberts v. Owens-Corning Fiberglass Corp.*, 101 F.Supp.2d 1076 (S.D.Ind. 1999), the court noted that the point of sale is not

controlling when the defendant, like LG Chem in the present case, affirmatively seeks to have its products reach the forum:

Personal jurisdiction does not depend on a mechanical or formalistic test, such as where title passes, but on a practical and realistic approach to determining the purpose of a defendant's conduct. *See North Am. Philips v. American Vending Sales, Inc.*, 35 F.3d 1576, 1579-80 (C.A.Fed. (III.) 1994) (no policy would be furthered by according "controlling significance" to the passage of legal title). The appearance of Bell's asbestos in this state was not random or fortuitous, but was the result of a conscious effort by Bell to exploit a chain of distribution so entrenched that it embraced all of the major trading areas of the United States...*Id.* at 1083.

To argue that point of "sale" insulates LG Chem flies in the face of both logic and law. *Benitez-Allende, et. al., v. Alcan Aluminio Do Brazil*, 857 F.2d 26 (1st Cir. 1998) (fact that title to pressure cookers manufactured in Brazil passed in Brazil was irrelevant to question of manufacturer's susceptibility to jurisdiction); *Hanson v. John Blue*, 389 N.W.2d 523, 526 (Minn. Ct. App. 1986), overruled on other grounds (the "fairness requirement of due process does not extend so far as to permit a manufacturer to insulate itself from the reach of the forum state's long- arm rule by using an intermediary or by professing ignorance of the ultimate destination for its products.").

In addressing this issue in the context of product distribution, the Seventh Circuit held that a critical fact in determining jurisdiction is: "Whether those defendants were aware of [the] distribution system. *If they were aware*, they were indirectly serving and deriving economic benefits from the national retail market . . . and *they should reasonably anticipate being subject to suit in any forum within that market* where the product caused injury." *Nelson by Carson v. Park Industries*, 717 F.2d 1120, 1126 (7th Cir. 1983), *cert denied*, 465 U.S. 1024 (1984) (emphasis added). The exercise of jurisdiction under these circumstances is reasonable, as the Supreme Court noted in *World-Wide Volkswagen*:

[I]f the sale of a product of a manufacturer or distributor such as Audi or

Volkswagen is not simply an isolated occurrence, but arises from the efforts of the manufacturer or distributor to serve, *directly or indirectly*, the market for its product in other States, it is not unreasonable to subject it to suit in one of those States if its allegedly defective merchandise has been the source of the injury . . . The forum State does not exceed its powers under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce *with the expectation that they will be purchased by consumers* in the Forum State. 444 U.S. 286, 297 (emphasis added).

The burden of LG Chem litigating in South Carolina is minimal. As a foreign defendant whose product has injured a U.S. citizen, LG Chem will suffer no greater burden in defending this suit in South Carolina than it would in any other state. As such, it is capable of litigating in South Carolina. For these reasons, exercising jurisdiction over LG Chem is fair and does not offend traditional notions of fair play and substantial justice and, therefore, comports with due process.

CONCLUSION

Based on the foregoing, this Court should deny LG Chem's motion to dismiss for lack of personal jurisdiction.

(Signature Page to Follow)

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Hampton, South Carolina

EXHIBIT

1

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CANNON KENNETH,
Plaintiff,

v.

Case No.: CV-2018-900998.00

LG CHEM AMERICA, INC.,
LG CHEM MICHIGAN INC.,
TLC VAPES EXPRESS,
CANCELENO ANTIONETTE M. ET AL,
Defendants.

This matter came before the Court on Plaintiff's Motion for Order to Show Cause Why Defendants LG Chem, Ltd., LG Chem America, Inc., and LG Chem Michigan, Inc. Should Not Be Held in Contempt and/or Sanctioned (Doc. 265), the hearings conducted on the motion on May 21, 2019, and June 12, 2019, and the arguments made and evidence considered at those hearings. Upon consideration, the Court is convinced Defendant LG Chem, Ltd.'s conduct in willfully and contumaciously disregarding its discovery obligations and this Court's discovery orders warrants the sanctions imposed herein.

The facts and procedural history are relevant to this Court's decision as they show LG Chem, Ltd.'s improper conduct over the past ten months.

1. Plaintiff Kenneth Cannon's Complaint (Doc. 1) alleges he was seriously injured on April 29, 2018, in Foley, Alabama, when an LG battery manufactured by Defendant LG Chem, Ltd., exploded while in his pants pocket resulting in a fire that caused severe burns to Mr. Cannon's leg, buttocks, lower abdomen, and back.

2. Mr. Cannon filed his Complaint against the LG Chemical Defendants (LG Chem, Ltd., LG Chem America, Inc., LG Chem Michigan, Inc.), and the retail seller of the LG Chem, Ltd. battery, TLC Vapes Express and its owner, Antoinette Canceleno. On September 19, 2018,

Mr. Cannon filed an Amended Complaint. (Doc. 45).

Despite being sued across the country in many similar cases, and having issues with personal jurisdiction resolved against it, the LG Chem Defendants on October 1, 2018 and October 19, 2018 filed motions to dismiss for lack of personal jurisdiction. (Doc. 93 and 117).

3. On October 12, 2018, Mr. Cannon served the LG Chem Defendants with his First Comprehensive Discovery Regarding Personal Jurisdiction (consisting of interrogatories and requests for production of documents) (Doc. 111), making the deadline for responses November 12, 2018.

4. The LG Chem Defendants on November 12, 2018 (the due date) served written responses to this initial discovery, which consisted almost entirely of general and boilerplate objections.

5. On November 19, 2018, the LG Chem Defendants served supplemental responses, but they, too, consisted almost entirely of general and boilerplate objections. They did not produce a single document responsive to Mr. Cannon's document requests.

On December 11, 2018, the LG Chem Defendants produced three pages in response to Mr. Cannon's jurisdictional discovery requests. Those three pages were only an insurance policy declarations page and an application for registration to do business with Alabama Secretary of State.

6. Mr. Cannon moved the Court for orders striking the LG Chem Defendants' improper objections and to compel them to fully and completely respond to the jurisdictional discovery requests. (Doc. 125). This Court entered an order striking all the improper general and boilerplate objections and directed the LG Chem Defendants to fully and completely respond to the outstanding discovery requests within ten days, making the deadline December

27, 2018 (or, applying Ala. R. Civ. P. 6(a), and omitting the intermediate Saturday and Sunday, December 31, 2018). (Doc. 175).

7. Rather than substantively comply with this Court's order, the LG Chem Defendants instead filed a Motion for Reconsideration which sought, in the alternative, a stay of proceedings pending appellate review of the Court's discovery order. (Doc. 184).

8. On January 14, 2019, this Court denied the LG Chem Defendants' Motion for Reconsideration and request for a stay. Despite this ruling, the record reflects the LG Chem Defendants made no effort to comply with the Court's earlier discovery order and made no effort in any respect to answer the overdue interrogatories or produce documents responsive to the overdue requests for production.

9. Instead, the LG Chem Defendants filed a Petition for a Writ of Mandamus with the Supreme Court of Alabama (as of course they were absolutely entitled to do) on February 22, 2019, contending this Court exceeded its discretion in entering its order compelling the LG Chem Defendants to fully and completely respond to the jurisdictional discovery requests. Mr. Cannon filed a Motion to Dismiss that Petition for a Writ of Mandamus which led to a unanimous decision by the Supreme Court on April 25, 2019, resulting in the denial of the Petition for a Writ of Mandamus. Significantly, the Supreme Court also did not grant the LG Chem Defendants any stay of the proceedings in the trial court while it considered the Petition.

10. Upon learning of the decision of the Supreme Court, Mr. Cannon's counsel extended as a courtesy to counsel for the LG Chem Defendants an additional ten days within which to fully and completely respond to the long-overdue discovery requests. Mr. Cannon requested that full and complete responses be provided by May 6, 2019.

Instead of complying, the LG Chem Defendants on that deadline, May 6, 2019, filed an

additional Motion For An Extension Of Time. (Doc. 251). This motion was denied by this Court on May 7, 2019. (Doc. 267).

11. When no additional discovery responses were timely provided, Mr. Cannon on May 7, 2019, filed the Instant Motion for Order to Show Cause Why Defendant LG Chem, Ltd., LG Chem America, Inc., and LG Chem Michigan, Inc. Should Not be Held in Contempt and/or Sanctioned. (Doc. 265). This Court set that motion for hearing on May 21, 2019.

12. On May 20, 2019, just before 2:00 p.m. (or 19 hours before the show cause hearing was to begin), the LG Chem Defendants produced thousands of documents and written responses to the interrogatories and requests for production. The Court learned during the ensuing hearing on May 21, 2019, that despite the large number of pages of documents produced, close scrutiny revealed among other problems that many pages of the production were in Korean language without English translations, whole categories of outstanding document requests were overlooked or ignored, none of the documents produced were categorized or arranged to show which requests for production they were responsive to, and some were produced in a way suggestive of deliberate cover-up and concealment.

At the conclusion of that hearing, which was not recorded by a court reporter, the Court ordered the LG Chem Defendants to provide, with substantial compliance, to Mr. Cannon's interrogatories and requests for production within 21 days else suffer the risk of entry of a judgment by default as a discovery sanction. The Court then entered a written order to that same effect (Doc. 274) which states:

ORDER

MOTION FOR ORDER TO SHOW CAUSE filed by CANNON, KENNETH is hereby GRANTED IN PART as follows:

All outstanding discovery issues shall be substantially complied with, by the defendants,

within 21 days from the date of this Order.

This matter is set for hearing on June 12, 2019 at 1:15 p.m. All attorneys of record shall appear. However, if there are no discovery or sanction issues for the court to resolve, the parties may file a joint statement requesting the cancellation of that hearing anytime prior to that setting.

DONE this 21st day of May 2019.

13. On June 10, 2019, at 10:00 p.m., Mr. Cannon's counsel received by email further supplemental responses to his interrogatories and requests for production. However, that email also contained a link to "ShareFile" folders containing an additional 4,291 pages of documents, which Mr. Cannon's counsel was not able to access until the morning of June 11, 2019, i.e., less than one day before the scheduled hearing on the show cause order.

14. The show cause hearing – which was recorded by a court reporter – took place as scheduled on June 12, 2019, with counsel for all parties present before the Court. During that hearing, Mr. Cannon's counsel identified numerous material misrepresentations and omissions from production made by Defendant LG Chem, Ltd., in its further supplemental responses to Plaintiff's jurisdictional discovery requests despite this Court having made clear that full and complete responses were required.

Mr. Cannon's counsel explained that she could not vouch for the responses by the other LG Chem Defendants, LG Chem America, Inc. or LG Chem Michigan, Inc., because she and her law partner and staff simply did not have time to fully or fairly review the responses and production by those other Defendants in the few hours between their production and the hearing.

Mr. Cannon's counsel identified material misrepresentations and deficiencies in LG Chem, Ltd.'s responses with at least the following discovery request numbers: 13, 17, 18, 24, 36, 37, 38, 40, 47 and 48. As will be reflected in the transcript from the hearing, it is clear that LG Chem, Ltd., has not been candid or forthcoming with its discovery responses and dribbled-out

document productions. As just one example, the Court learned that LG Chem, Ltd., admitted facts in other LG Chem 18650 battery litigation that it expressly denied in this case. Mr. Cannon's counsel cataloged numerous other instances of outright misrepresentations and omissions from production - which this court finds credible - that cannot be tolerated by this or any court of law.

15. This Court's findings with respect to LG Chem, Ltd.'s conduct is in no way meant to reflect adversely upon the attorneys representing LG Chem, Ltd., before this court. Those attorneys during the show cause hearings on May 21 and June 12 expressed how since the Supreme Court of Alabama denied the Petition for Writ of Mandamus, they had been making diligent efforts to obtain full compliance from their clients with their discovery obligations. The Court accepts as true such representations by officers of the Court, so the blame for the ongoing, egregious, willful, and now contumacious discovery misconduct lies with LG Chem, Ltd., not its counsel.

LAW

The Court finds authority to impose sanctions for such egregious discovery violations in §12-1-7(3), Ala Code (1975) ("every court shall have power: ...[t]o compel obedience to its judgments, orders, and process...in an action or proceeding therein"); and Ala. R. Civ. P. 37(b)(2) ("if a party...fails to obey an order to provide or permit discovery, including an order made under subdivision (a) of this rule...the court in which the action is pending may make such orders in regard to the failure as are just").

16. The Court also finds that LG Chem, Ltd., was afforded all the process it was due given Mr. Cannon's procedural compliance with Ala. R. Civ. P. 70A. LG Chem, Ltd., was given advance notice that Mr. Cannon was seeking an order requiring LG Chem Defendants to show

cause why they should not be held in contempt of court for willful non-compliance with discovery obligations, the Court gave the Defendants advance notice of the hearings at which the issues would be considered, the Court also gave the Defendants the opportunity to avoid any finding of contempt by coming into full and complete compliance with their discovery obligations before deadlines, and the LG Chem Defendants were at all time represented by counsel.

17. The Court is mindful of the admonitions from the Alabama appellate courts that sanctions are to be proportionate to and compensatory of the particular discovery abuse committed. *Ex parte Sears, Roebuck and Co.*, 882 So. 2d 326, 238 (Ala. 2003); *Ex parte Seaman Timber Co.*, 850 So. 2d 246, 258 (Ala. 2002).

Here, this Court is convinced that LG Chem, Ltd.'s conduct in not fully and completely responding to Mr. Cannon's interrogatories and requests for production seeking jurisdictional discovery has been and continues to be willful and contumacious. When LG Chem, Ltd., initially responded to those interrogatories and requests for production which, after all, were necessitated by LG Chem, Ltd.'s assertion in its Motion to Dismiss that this Court was without personal jurisdiction, LG Chem, Ltd., refused to provide even basic information but instead filed general and boilerplate objections and produced only three pages of documents. Subsequently, despite being engaged in at least 184 similar exploding battery lawsuits nationwide, including some where the issue of personal jurisdiction had already been fully litigated and judgments entered denying motions to dismiss, LG Chem, Ltd., nevertheless dribbled out materially inaccurate and incomplete answers to the jurisdictional interrogatories and refused to produce documents responsive to the jurisdictional requests for production. When this Court entered its order compelling LG Chem, Ltd. (and the other LG Chem defendants) to provide full and

complete responses, LG Chem, Ltd., (and the other Defendants) failed to do so, choosing instead to ignore the Court's order and its obligations to Mr. Cannon. To be sure, LG Chem, Ltd., had the absolute right to seek mandamus review of this Court's order compelling it to fully and completely respond to the outstanding discovery, but LG Chem, Ltd., was not free to disregard the Court's accompanying order denying its motion to stay proceedings pending the outcome of that appellate review. The Court notes that in its June 11, 2019, response to order to show cause (Doc. 280), LG Chem, Ltd., offers no legitimate excuse for disregarding this Court's denial of the motion to stay, stating instead (pages 3-4) that it "could not comply with the court's order without sacrificing the rights it sought to protect in their petition [for writ of mandamus]." This means LG Chem, Ltd., deliberately elected not to comply with the Court's order and its discovery obligations, and thereby caused Mr. Cannon an additional six months delay in his efforts to obtain justice while incurring additional time and expense for his attorneys to have to file motions for an order to show cause and to prepare for hearings and to attend hearings in their efforts to make LG Chem, Ltd., do what it should voluntarily have done back in December of last year.

18. As demonstrated during the show cause hearing on June 12, LG Chem, Ltd., continues to materially misrepresent facts in its discovery responses just as it continues to materially omit documentary responses that can and would constitute substantial evidence supporting a finding that this Court does indeed have personal jurisdiction over this defendant. This conduct amounts to spoliation of evidence and supports the inference which is now expressly found by this Court: that had LG Chem, Ltd., fully and completely responded to Mr. Cannon's jurisdictional interrogatories and fully and completely produced documents responsive to Mr. Cannon's jurisdictional requests for production, there would be no doubt Mr. Cannon

could and would produce evidence demonstrating conduct by LG Chem and its agents targeted at Alabama and all states with respect to its 18650 batteries, such that it would be reasonable and fair for LG Chem, Ltd., to expect to be haled into court to answer for injuries and damages caused by its allegedly defective batteries in Alabama.

CONCLUSION

For all of the foregoing reasons, the Court hereby finds and determines that Defendant LG Chem, Ltd., has willfully and contumaciously and repeatedly and continuously disregarded the orders of this Court and its discovery obligations under the Alabama Rules of Civil Procedure.

Defendant LG Chem, Ltd.'s conduct in making material misrepresentations in its discovery responses, and continuing to materially omit production of documents known to be responsive to such request and had all material documents been produced responsive to Mr. Cannon's requests for production as previously ordered, there would be substantial evidence from which this Court could and would conclude that it has personal jurisdiction over this Defendant. It is so concluded that this Court has personal jurisdiction over Defendant LG Chem, Ltd. Discovery on the merits of the case shall begin forthwith as to this Defendant.

Additionally, the Defendant, LG Chem, Ltd. is liable for sanctions to the Plaintiff for attorney's fees in the amount of \$7,500.00.

DONE this 24th day of June, 2019.

/s/ J. CLARK STANKOSKI
CIRCUIT JUDGE

EXHIBIT

2

	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & AMP; NUMBERS	CONSIGNEE ADDRESS	SHIP
P/O : E R REN											INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TW DAER SEOU 55320
4 36 6	LG CHEM AMERICA,	LG CHEM, LTD.	02/08/2019	43254	19661	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	AS PER LABEL		
-IS	LG CHEM AMERICA, INC.	LG CHEM LTD.	02/05/2019	44000	20000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN BONA CHANG / BCHANGLGCHEMXXXX	LG TW DAER SEOU 07336
	CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	02/05/2019	44000	20000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS . .	15 FOREST STREET CLOSTER, NJ 07624 TEL 1- 201-364-4923	LG TW DAER SEOU 07336
-IS	LG CHEM AMERICA, INC.	LG CHEM LTD.	02/05/2019	44000	20000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN BONA CHANG / BCHANGLGCHEMXXXX	LG TW DAER SEOU 07336
DID) 16.11	LG CHEM AMERICA, INC.	LG CHEM LTD.	02/05/2019	46200	21000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400- 6125 BCHANGLGCHEM.COM	LG TW DAER SEOU 07336
TYL	CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	02/05/2019	44000	20000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS . .	15 FOREST STREET CLOSTER, NJ 07624 TEL 1- 201-364-4923	LG TW DAER SEOU 07336
-IS	LG CHEM AMERICA, INC.	LG CHEM LTD.	01/29/2019	44000	20000	Pusan	Charleston, South Carolina	HANOVER EXPRESS	South Korea	NO MARKS	3475 PIEDMONT ROAD, NESTE 1200, ATLANTA, GA 30305, USA TEL 1-404-400- 6125 BCHANGLGCHEM.COM	LG TW DAER SEOU KORE

3475 PIEDMONT RD NE, LG TW

	LG CHEM AMERICA, INC.	LG CHEM LTD.	01/29/2019	44000	20000 Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS . . .	SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400-6125 BCHANLGCHEM.COM	DAER SEOU COSE
LYL -IS	LG CHEM AMERICA, INC.	LG CHEM LTD.	01/29/2019	44000	20000 Pusan	Charleston, South Carolina	MOL MODERN	South Korea	N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400-6125 BCHANLGCHEM.COM	LG TM DAER SEOU 07336
LYL -IS	LG CHEM AMERICA, INC.	LG CHEM, LTD	01/29/2019	88000	40000 Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA TEL 1-404-400-6125 BCHANLGCHEM.COM	LG TM DAER SEOU 07336
136-AL	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	01/25/2019	222666	101212 Ningpo	Charleston, South Carolina	NORTHERN JASPER	China	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, .NORTH CAROLINA- 1-3368784207 TEL EX 53	LG TM DONG SEOU TEL E
LYL -IS	VOLVO CAR US OPERATIONS INC	LG CHEM	01/24/2019	26752	12160 Pusan	Charleston, South Carolina	NORTHERN JASPER	South Korea	VOLVO CARS CHARLESTON	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	20 YO YOUN TOWE
-IS	LG CHEM AMERICA INC.	LG CHEM, LTD	01/21/2019	88000	40000 Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	NO MARKS NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA ATTN JEENY CHO/JENNYCHO1LGCHEM.COM TEL 404-400-6114 EXT 6125	LG TM DAER SEOU 07336
31D) 16.11 36-AL	LG CHEM AMERICA INC.	LG CHEM, LTD	01/21/2019	46200	21000 Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA ATTN JEENY CHO/JENNYCHO1LGCHEM.COM TEL 404-400-6114 EXT 6125	LG TM DAER SEOU 07336
-0464 L:336	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	01/20/2019	222666	101212 Ningpo	Charleston, South Carolina	ZIM ROTTERDAM	China	N/M N/M N/M N/M N/M	243 WOODBINE ST.HIGH POINT, NORTH CAROLINA- 1-3368784207 TEL EX 53	LG TM DONG SEOU EX 82-

SEAL NO.: 09476 IN ISO 3475 PIEDMONT RD NE, LG TM

	EATON POWER	LG CHEM LTD	12/21/2018	88055	40025	Pusan	Carolina	TRADER	South Korea	NM NM NO MARK	RALEIGH NC 27616 US	07336
36-AL	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/16/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK SHEERNESS	South Korea	SEAL NO.: 005860 IN ISO TANK SEAL NO.: 005821 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TV DAER YOUN
M 464 - L336	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	12/16/2018	222666	101212	Pusan	Charleston, South Carolina	MAERSK SHEERNESS	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, . NORTH CAROLINA- 1-3368784207 TEL EX 53	LG TV DONG SEOU TEL E
TANK	LG CHEM AMERICA, INC	LG CHEM LTD.	12/16/2018	267859	121754	Pusan	Charleston, South Carolina	MAERSK SHEERNESS	South Korea	N/M N/M N/M N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN:BONA CHANG / BCHANG@LGCHEM.COM ##	LG TV DAER SEOU 07336
UNO KG AP 1 < G A P	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/15/2018	88000	40000	Pusan	Charleston, South Carolina	AMERICA	South Korea	SEAL NO.: 131599 IN ISO TANK SEAL NO.: 131594 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TV DAER YOUN
	ECOMIRAE TECHNOLOGIES LLC	LG CHEM, LTD.	12/10/2018	217814	99006	Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	2445 NW 38TH STREET, GAINESVILLE, FL 32605, USA ATTN: SEUNGKOO KANG— 1-6786913927	128 YI YEON SEOU 55320
	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/10/2018	88000	40000	Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	SEAL NO.: 002644 IN ISO TANK SEAL NO.: 002640 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TV DAER YOUN
P/O : ER DE :	LG CHEM AMERICA, INC.	LG CHEM, LTD	12/10/2018	50992	23178	Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	128, Y YEON KORE
P/O : ER REN												
36 6	LG CHEM AMERICA,	LG CHEM, LTD.	12/04/2018	43254	19661	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TV DAER SEOU 55320

LG CHEM AMERICA, INC.	LG CHEM LTD.	12/01/2018	88000	40000 Pusan	Charleston, South Carolina	EVER LEADING	South Korea	SEAL NO.: 941399 IN ISO TANK SEAL NO.: 941357 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TV DAER YOUN
LG CHEM AMERICA	LG CHEM LTD.	12/01/2018	44000	20000 Pusan	Charleston, South Carolina	EVER LEADING	South Korea	SEAL NO.: 174599 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA ATLANTA US US	LG TV DAER YOUN
6-1 2-ETYL LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/2018	88184	40084 Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:404-400-6101 EXT. 6114 1-4044006125	LG TV DAER SEOU EX 82-
6-1 2-ETYL LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/2018	138891	63132 Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA BCHANGE@LGCHEM.COM 1-4044006125	LG TV DAER SEOU EX 82-
6-1 2-ETYL LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/2018	88184	40084 Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:404-400-6101 EXT. 1-4044006125	LG TV DAER SEOU 07336 32555
6-1 2-ETYL LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/2018	88184	40084 Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:404-400-6101 EXT. 6114 1-4044006125	LG TV DAER SEOU 07336 32555
6-1 2-ETYL LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/2018	88184	40084 Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:404-400-6101 EXT. 6114 1-4044006125	LG TV DAER SEOU 07336 32555
6-1 2-HYL LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/2018	88184	40084 Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN:BONA CHANG/BCHANGE@LGCHEM.COM 1-4044006125	LG TV DAER SEOU 07336 32555

	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	11/26/2018	267859	121754	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST. HIGH POINT, NORTH CAROLINA 27261 ATTN: BETH KLINE TEL:336-878-4269/336-878-4223	LG TM DONG SEOU
HIGH	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/16/2018	37037	16835	Pusan	Charleston, South Carolina	ZIM SAN DIEGO	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 BCHANGE@LGCHEM.COM 1-4044006125	LG TM DAER SEOU 07336 32555
1 KG	LG CHEM AMERICA, INC.	LG CHEM, LTD	11/16/2018	46032	20924	Pusan	Charleston, South Carolina	ZIM SAN DIEGO	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA 1-4044006125	128, Y DAER SEOU TEL E
	CHEMBANK INTERNATIONAL, INC.	LG CHEM , LTD	11/14/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS . .	15 FOREST STREET CLOSTER, NJ 07624 TEL 1-201-364-4923	LG TM DAER SEOU 07336
-IS	LG CHEM AMERICA INC.	LG CHEM , LTD	11/14/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA ATTN JEENY CHO/JENNYCHO1LGCHEM.COM TEL 404-400-6114 EXT 6125	LG TM DAER SEOU 07336
5880	LG CHEM AMERICA, INC.	LG CHEM, LTD	11/12/2018	45936	20880	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	128, Y DAER SEOU
35KG	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/12/2018	176000	80000	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	SEAL NO.: 032428 IN ISO TANK SEAL NO.: 032409 IN ISO TANK SEAL NO.: 032436 IN ISO TANK SEAL NO.: 032479 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
9884	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/12/2018	35361	16073	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TM DONG SEOU
L-A											243 WOODBINE ST. HIGH POINT, NORTH CAROLINA	

9875 HS	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	11/12/2018	267859	121754 Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	POINT, NORTH CAROLINA 27261 ATTN: BETH KLINE TEL:336-878-4269/336-878- 4223	LG TW DONG SEO
	EATON POWER	LG CHEM LTD	11/11/2018	10318	4690 Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	AS PER LABEL	8380 CAPITAL BLVD RALEIGH NC 27616 US	128 YI YEON 07336
9875 HS	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/11/2018	46200	21000 Pusan	Charleston, South Carolina	EVER LENIENT	South Korea	SEAL NO.: 928516 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA, ATLANTA, US US	LG TW DAER YOUN
	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/11/2018	46200	21000 Pusan	Charleston, South Carolina	EVER LENIENT	South Korea	SEAL NO.: 928526 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, ATLANTA, US US	LG TW DAER YOUN
9875 HS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/09/2018	35361	16073 Pusan	Charleston, South Carolina	MSC LISBON	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TW DONG SEO
	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/30/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 032378 IN ISO TANK SEAL NO.: 032346 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
9875 HS	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/30/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 109294 IN ISO TANK SEAL NO.: 109275 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	10/23/2018	267859	121754 Pusan	Charleston, South Carolina	COLUMBINE MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST. HIGH POINT, NORTH CAROLINA 27261 ATTN: BETH KLINE TEL: 336-878-4269	LG TW DONG SEO
9875 HS										5550 TRIANGLE PARKWAY	LG TW DAER SEO

3H	FNS INC ATL	LG CHEM LTD.	10/23/2018	37037	16835	Pusan	Charleston, South Carolina	COLUMBINE MAERSK	South Korea	AS PER LABEL	3300 MARSHALL PARKWAY, STE 390 NORCROSS, GA 30092 1-6786913927	07336-32555
EL:	ECOMIRAE										2445 NW 38TH STREET, GAINESVILLE, FL 32605, USA ATTN: SEUNGKOO KANG— 1-4047666441 TEL EX 64	128 YI YEON SEOU 553201
3H	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/23/2018	37037	16835	Pusan	Charleston, South Carolina	COLUMBINE MAERSK	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAK@LGCHEM.COM— 1-4044006125	LG TM DAER SEOU 07336-32555
9875	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/21/2018	44000	20000	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 032392 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TM DAER YOUNG
	LG CHEM AMERICA, INC.	LG CHEM, LTD.	10/21/2018	35361	16073	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TM DONG SEOU
D, L-A	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/21/2018	44000	20000	Pusan	Charleston, South Carolina	EVER LAUREL	South Korea	SEAL NO.: 032793 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TM DAER YOUNG
	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	10/19/2018	264552	120251	Pusan	Charleston, South Carolina	TIANJIN	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST. HIGH POINT, NORTH CAROLINA 27261 ATTN: BETH KLINE TEL: 336-878-4269	LG TM DONG SEOU
	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/18/2018	44000	20000	Pusan	Charleston, South Carolina	CMA CGM NORMA	South Korea	SEAL NO.: 005593 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TM DAER YOUNG
	LG CHEM AMERICA,						Charleston, South			SEAL NO.: 630191 IN	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA	LG TM DAER

INC.	LG CHEM LTD.	10/12/2018	46200	21000	Pusan	Carolina	ZIM ANTWERP	South Korea	ISO TANK	ATLANTA US US	YOUN
LG CHEM AMERICA, INC.	LG CHEM LTD.	10/12/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 928967 IN ISO TANK SEAL NO.: 008097 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
LG CHEM AMERICA, INC.	LG CHEM LTD.	10/12/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 005588 IN ISO TANK SEAL NO.: 005541 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
ABS	LG CHEM AMERICA, INC.	10/07/2018	177176	80535	Ningpo	Charleston, South Carolina	MAERSK UTAH	China	AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL: 678-984-5714 1-4044006125	20 YO YOUN TOWE KORE TEL E
9	LG CHEM AMERICA, INC.	10/05/2018	88000	40000	Pusan	Charleston, South Carolina	YM UBIQUITY	South Korea	NO MARKS NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 404-400-6101 EXT. 6114 RPASHAKLGCHEM.COM	LG TW DAER SEOU
9	LG CHEM AMERICA, INC.	10/03/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MAESTRO	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COMXX	LG TW DAER GU,SE CODE
IS	LG CHEM AMERICA, INC.	10/03/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MAESTRO	South Korea	NO MARKS	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA ATTN SEA GUN LEEXXX	LG TW DAER SEOU 07336
L	LG CHEM AMERICA, INC.	09/29/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MISSION	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COMXX	LG TW DAER SEOU 07336
ER)	LG CHEM AMERICA, INC.	09/29/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MISSION	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COM TEL 248-289-5795	LG TW DAER SEOU 07336

492	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	09/28/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, . NORTH CAROLINA	LG TM DONG SEOU
492	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	09/28/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, . NORTH CAROLINA	LG TM DONG SEOU
492	LG CHEM AMERICA, INC.	LG CHEM LTD.	09/28/2018	44000	20000	Pusan	Charleston, South Carolina	EVER LEADING	South Korea	SEAL NO.: 930514 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, 30305 ATLANTA ATLANTA US 30305 US	LG TM DAER 07336
492	LG CHEM AMERICA, INC.	LG CHEM LTD.	09/28/2018	44000	20000	Pusan	Charleston, South Carolina	EVER LEADING	South Korea	SEAL NO.: 005387 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, 30305 ATLANTA ATLANTA US 30305 US	LG TM DAER GU YC KR
492	LG CHEM AMERICA, INC.	LG CHEM LTD.	09/27/2018	42020	19100	Pusan	Charleston, South Carolina	E. R. TIANPING	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30350 USA RPASHAK@LGCHEM.COM TEL: 248-289-5795	LG TM DAER SEOU 07336
492	LG CHEM AMERICA, INC.	LG CHEM, LTD.	09/25/2018	35361	16073	Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TM DONG SEOU
492	LG CHEM AMERICA, INC.	LG CHEM LTD	09/25/2018	88000	40000	Pusan	Charleston, South Carolina	YM UNIFORMITY	South Korea	NO MARKS NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA,GA 30305 USA TEL 404-400-6101 EXT. 6114	LG TM DAER GU,SE CODE
492	LG CHEM AMERICA, INC.	LG CHEM, LTD.	09/24/2018	35361	16073	South Riding Point	Charleston, South Carolina	SEALAND WASHINGTON	Bahamas	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TM DONG SEOU

L DE	LG CHEM AMERICA, INC.	LG CHEM LTD.	09/17/2018	44000	20000	Pusan	Charleston, South Carolina	HARBOUR BRIDGE	South Korea	NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400- 6125 JENNYCHO1LGCHEM.COM	LG TW DAER SEOU 07336 NO
	LG CHEM AMERICA INC	LG CHEM LTD.	09/16/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM DJIBOUTI	South Korea	SEAL NO.: 128739 IN ISO TANK SEAL NO.: 128558 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN
	LG CHEM AMERICA, INC.,	LG CHEM LTD.	09/07/2018	88000	40000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 005371 IN ISO TANK SEAL NO.: 032270 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
A ETH 3 RIVE 492 843-	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	09/04/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, NORTH CAROLINA	LG TW DONG SEO
	SEALED AIR CORPORATION	LG CHEM EUROPE GMBH	08/30/2018	1164	529	Antwerp	Charleston, South Carolina	CHARLESTON EXPRESS	Belgium	SEALED AIR CORPORATION 100 ROGERS BRIDGE ROAD BUILDING A 29334 DUNCAN US	100 ROGERS BRIDGE ROAD BUILDING A DUNCAN, OK 29334 US	LYON FRAN
00 000 IT 3 — E.	ECOMIRAE 352- TECHNOLOGIES LLC	LG CHEM LTD.	08/28/2018	38360	17436	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	AS PER LABEL	2445 NW 38TH STREET, GAINESVILLE, FL 32605, USA ATTN: SEUNGKOO KANG— 1-3106674852 TEL EX 33	LG TW DAER SEO 37731
17 BS	FNS INC ATL	LG CHEM, LTD.	08/28/2018	141741	64428	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	5550 TRIANGLE PARKWAY STE 390 NORCROSS, GA 30092 1-6786913927	20 YO YOUN TOWE KORE TEL E
17 BS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/28/2018	141741	64428	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL: 678-984- 5714 1-4044006125	20 YO YOUN TOWE KORE TEL E

ABS	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/28/2018	141741	64428	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL: 678-984-5714 1-4044006125	LG TM DAER SEOU 37731
L DE	CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	08/25/2018	44000	20000	Pusan	Charleston, South Carolina	HOUSTON BRIDGE	South Korea	NO MARKS . . .	15 FOREST STREET CLOSTER, NJ 07624 TEL 1-201-364-4923	LG TM DAER SEOU 07336
L DE	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/25/2018	44000	20000	Pusan	Charleston, South Carolina	HOUSTON BRIDGE	South Korea	NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COM TEL 248-289-5795	LG TM DAER SEOU 07336 NO
J.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/25/2018	88000	40000	Pusan	Charleston, South Carolina	HOUSTON BRIDGE	South Korea	NO MARKS . . . NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 404-400-6101 EXT. 6114 RPASHAKLGCHEM.COM	LG TM DAER SEOU 07336 NO
- 9 J.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/25/2018	88000	40000	Pusan	Charleston, South Carolina	HOUSTON BRIDGE	South Korea	NO MARKS . . . NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 404-400-6101 EXT. 6114 RPASHAKLGCHEM.COM	LG TM DAER SEOU 07336
- 9 J.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/23/2018	36960	16800	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAK LGCHEM.COM	LG TM DAER SEOU 07336
10404 LIC, 218, -0099	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/23/2018	30567	13894	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA TEL: 678-984-5714 1-4044006125	20 YO YOUN TOWE KORE EX 82-
10404 LIC, 218, -0099	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/23/2018	70870	32214	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA TEL: 678-984-5714 1-4044006125	20 YO YOUN TOWE KORE EX 82-
10404 LIC, 218, -0099											3475 PIEDMONT ROAD, NE	20 YO YOUN

0 170 ABS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/23/2018	70870	32214 Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL AS PER LABEL	STE 1200, ATLANTA, GA 30305, USA TEL: 678-984- 5714 1-4044006125	TOWE KORE EX 82-
ABS ABS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/23/2018	177176	80535 Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER AS PER LABEL AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA TEL: 678-984- 5714 1-4044006125	20 YO YOUN TOWE KORE EX 82-
ABS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/23/2018	70870	32214 Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA TEL: 678-984- 5714 1-4044006125	20 YO YOUN TOWE KORE EX 82-
0.000 3 0.000 3 0.000) KG	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	08/22/2018	222666	101212 Ningpo	Charleston, South Carolina	SAFMARINE MAFADI	China	AS PER LABEL AS PER LABEL AS PER LABEL AS PER AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT,, NORTH CAROLINA 27261 ATTN:BETH KLINE 336-878-4269 1-3368784207 TEL EX 53	LG TM DONG SEOU EX 82-
L: P/O : *17-	TO ORDER	LG CHEM,LTD.	08/15/2018	421964	191802 Ningpo	Charleston, South Carolina	SAFMARINE MULANJE	China	N/M N/M N/M N/M N/M N/M N/M N/M N/M N/M N/M	OF LG CHEM AMERICA, INC 3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA 1- 4044006125	128 YI YEON SEOU 37731
	CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	08/14/2018	44000	20000 Pusan	Charleston, South Carolina	MSC LISBON	South Korea	SEAL NO.: 005226 IN ISO TANK	15 FOREST STREET CLOSTER CLOSTER US US	LG TM DAER YOUN
	LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/06/2018	176000	80000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 005197 IN ISO TANK SEAL NO.: 005162 IN ISO TANK SEAL NO.: 005137 IN ISO TANK SEAL NO.: 005179 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	LG TM DAER YOUN
	LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/03/2018	88000	40000 Pusan	Charleston, South Carolina	TIANJIN	South Korea	SEAL NO.: 166347 IN ISO TANK SEAL NO.: 166390 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	LG TM DAER YOUN

3475 PIEDMONT RD. NE LG TM

1	TO ORDER	LG CHEM,LTD.	07/24/2018	460325	209239	Pusan	Carolina	MSC MAXINE	South Korea	AS PER LABEL AS PER	4044006125	31/31
	CHEMBANK INTERNATIONAL, INC	LG CHEM LTD.	07/13/2018	44000	20000	Pusan	Charleston, South Carolina	AMERICA	South Korea	SEAL NO.: 005051 IN ISO TANK	15 FOREST STREET CLOSTER CLOSTER US	LG TW DAER YOUN
	LG CHEM AMERICA, INC.	LG CHEM LTD.	07/10/2018	37037	16835	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:1-404-400-6125- 1-2018162000 TEL EX 09	LG TW DAER SEOU 07336 32555
	LG CHEM AMERICA, INC.	LG CHEM LTD.	07/10/2018	37037	16835	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:1-404-400-6125- 1-4044006125	LG TW DAER SEOU 07336 32555
	LG CHEM AMERICA, INC.	LG CHEM LTD.	07/10/2018	37037	16835	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:1-404-400-6125- 1-4044006125	LG TW DAER SEOU 07336 32555
	LG CHEM AMERICA, INC.	LG CHEM LTD.	07/10/2018	37037	16835	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:1-404-400-6125- 1-4044006125	LG TW DAER SEOU 07336 32555
	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	07/10/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, . NORTH CAROLINA	LG TW DONG SEOU
	LG CHEM AMERICA INC	LG CHEM LTD.	07/07/2018	44000	20000	Pusan	Charleston, South Carolina	E.R. TIANPING	South Korea	SEAL NO.: 027192 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN
	LG CHEM AMERICA INC	LG CHEM LTD.	07/06/2018	44000	20000	Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	SEAL NO.: 027859 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN

100 RYLIC ACID ER	LG CHEM AMERICA, INC.	LG CHEM LTD.	06/19/2018	37037	16835 Pusan	Charleston, South Carolina	MAERSK SKARSTIND	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:1-404-400- 6125-1-4044006125	LG TW DAER SEO 07336 32555
	LG CHEM AMERICA INC	LG CHEM LTD.	06/17/2018	88000	40000 Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 171395 IN ISO TANK SEAL NO.: 002389 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN
	CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	06/17/2018	88000	40000 Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 002987 IN ISO TANK SEAL NO.: 002961 IN ISO TANK	15 FOREST STREET CLOSTER CLOSTER US US	LG TW DAER YOUN
	LG CHEM AMERICA INC	LG CHEM LTD.	06/07/2018	88000	40000 Pusan	Charleston, South Carolina	ZIM SAN DIEGO	South Korea	SEAL NO.: 164767 IN ISO TANK SEAL NO.: 126714 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN
	LG CHEM AMERICA INC	LG CHEM LTD.	05/22/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	NO MARKS AND NUMBERS NO MARKS AND NUMBERS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400-6101 EXT. 6114 TE RPASHAK@LGCHEM.COM	LG TW DAER SEO 07336
RS, E IS	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	05/22/2018	222200	101000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN BETH KLINE/LINDA GARNER	LG TW DONG SEO
P/O : S ESIN	LG CHEM AMERICA INC	LG CHEM LTD.	05/18/2018	88000	40000 Pusan	Charleston, South Carolina	ZIM NINGBO	South Korea	SEAL NO.: 918278 IN ISO TANK SEAL NO.: 918299 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN
S -A PS	LG CHEM AMERICA	LG CHEM, LTD.	05/16/2018	33230	15105 Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-4044006125	128, Y YEON REPU EX 82-

AS PER LABEL AS PER 243 WOODBINE STREET

100	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	05/15/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	245 WOODBINE STREET HIGH POINT NC 27261 ATTENTION BETH KLINE/LINDA GARNER	LG TM DONG SEO
100	LG CHEM AMERICA INC	LG CHEM LTD.	05/10/2018	88000	40000	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	SEAL NO.: 125338 IN ISO TANK SEAL NO.: 004216 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
100	LG CHEM AMERICA INC	LG CHEM LTD.	05/10/2018	88184	40084	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	N/M N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:1-404-400-612 JENNYCHO1@LGCHEM.COM 1-4044006125	LG TM DAER SEO 07336 32555
100	LG CHEM AMERICA INC 3475	LG CHEM LTD. LG TWIN TOWERS,	05/10/2018	132277	60126	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	N/M N/M N/M	PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 1-4044006125	128, YOUN KORE 55320
100	LG CHEM AMERICA INC	LG CHEM LTD.	05/04/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 925486 IN ISO TANK SEAL NO.: 925463 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
100	LG CHEM AMERICA INC	LG CHEM LTD.	05/04/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 918952 IN ISO TANK SEAL NO.: 918994 IN ISO TANK SEAL NO.: 004792 IN ISO TANK SEAL NO.: 004785 IN ISO TANK SEAL NO.: 004794 IN ISO TANK SEAL NO.: 004790 IN	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
100	LG CHEM AMERICA INC	LG CHEM LTD.	05/04/2018	264000	120000	Pusan	Charleston, South Carolina	MSC ROMA	South Korea		3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
100	LG CHEM AMERICA	LG CHEM, LTD.	04/28/2018	33230	15105	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-4044006125	128, YOUN REPU 55320

SEAL NO.: 125796 IN 3475 PIEDMONT ROAD NE

LG CHEM AMERICA INC	LG CHEM LTD.	04/28/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	ISO TANK SEAL NO.: 125775 IN ISO TANK	SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	04/26/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN BETH KLINE/LINDA GARNER	LG TM DONG SEOU
VOLVO CAR US OPERATIONS INC	LG CHEM	04/21/2018	26752	12160	Pusan	Charleston, South Carolina	E. R. TIANPING	South Korea	41050411607	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	20 YO YOUN TOWE
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004178 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 120 ATLANTA ATLANTA US US	128, Y DAER SEOU
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004000 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOU
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	88000	40000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 123966 IN ISO TANK SEAL NO.: 918087 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOU
LG CHEM AMERICA, INC.,	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004576 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	128, Y DAER SEOU
LG CHEM AMERICA, INC	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004597 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, ATLANTA, US US	128, Y DAER SEOU
LG CHEM AMERICA,						Charleston, South			SEAL NO.: 004594 IN	3475 PIEDMONT RD. NE STE. 1200, ATLANTA	LG TM

INC.,	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Carolina	PARSIFAL	South Korea	ISO TANK	ATLANTA US US	DAER
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	88000	40000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 931894 IN ISO TANK SEAL NO.: 931855 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 003990 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA, INC.	LG CHEM. LTD.	04/05/2018	35361	16073	Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	AS PER LABEL	3475 PIEDMONT ROAD, NESTE 1200, ATLANTA, GA 30305, USA 1-404-400-6112XXX	20 YO YOUN TOWE KORE
LG CHEM AMERICA INC	LG CHEM LTD.	04/01/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 931295 IN ISO TANK SEAL NO.: 931278 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOU
LG CHEM AMERICA INC	LG CHEM LTD.	04/01/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 931879 IN ISO TANK SEAL NO.: 931873 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOU
LG CHEM AMERICA INC	LG CHEM LTD.	04/01/2018	44000	20000	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 001389 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOU
LG CHEM AMERICA INC	LG CHEM LTD.	04/01/2018	88000	40000	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	SEAL NO.: 931371 IN ISO TANK SEAL NO.: 931366 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOU
LG CHEM AMERICA, INC.	LG CHEM, LTD.	03/26/2018	35361	16073	Pusan	Charleston, South Carolina	EVER LIFTING	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-404-400-6112	20 YO YOUN TOWE KORE

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	LG CHEM AMERICA INC	LG CHEM LTD.	03/08/2018	46200	21000 Pusan	Charleston, South Carolina	ZIM ROTTERDAM	South Korea	SEAL NO.: 123196 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
	LG CHEM AMERICA INC	LG CHEM LTD.	03/05/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 121824 IN ISO TANK SEAL NO.: 123385 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
16889 1S											
4028											20 YO YOUN
112	LG CHEM AMERICA,	LG CHEM, LTD.	03/02/2018	35361	16073 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-404-400-6112	TOWE KORE
	LG CHEM AMERICA INC	LG CHEM LTD.	02/26/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	SEAL NO.: 002982 IN ISO TANK SEAL NO.: 003692 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
	LG CHEM AMERICA INC	LG CHEM LTD.	02/20/2018	46200	21000 Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 120263 ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y YOUN SEO
	LG CHEM AMERICA INC	LG CHEM LTD.	02/20/2018	46200	21000 Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 100189 ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	28, YE DUNG
16889 1S											
	CHANNEL PRIME ALLIANCE	LG CHEM, LTD.	02/20/2018	48347	21976 Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	AS PER LABEL	1803 HULL AVE DES MOINES, IA 50313	128, Y YEON KOER
18303 1LIC, 218, 3-	LG CHEM 16B Y AMERICA, INC.	LG CHEM LTD.	02/20/2018	36960	16800 Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 RPASHAK LGCHEM.COM	LG TW DAER SEO 07336

4028												3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-404-400-6112	20 YO YOUN TOWE KORE
112	LG CHEM AMERICA, INC	LG CHEM, LTD.	02/20/2018	35361	16073 Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	AS PER LABEL				
	LG CHEM AMERICA INC	LG CHEM LTD.	02/16/2018	88000	40000 Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	SEAL NO.: 100277 IN ISO TANK SEAL NO.: 001320 IN ISO TANK			3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOU
P/O : ER DX	TO THE ORDER OF LG CHEM AMERICA, INC	LG CHEM, LTD.	02/16/2018	43386	19721 Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL			INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	128, Y YEON KORE 32555
00	LG CHEM AMERICA, INC	LG CHEM, LTD.	02/06/2018	43296	19680 Pusan	Charleston, South Carolina	EVER LEADER	South Korea	AS PER LABEL			INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, Y YEON KORE
CO	LG CHEM AMERICA, INC	LG CHEM LTD.	02/04/2018	88000	40000 Pusan	Charleston, South Carolina	ASKLIPIOS	South Korea	SEAL NO.: 122380 IN ISO TANKS SEAL NO.: 122379 IN ISO TANKS			3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YEOUN GU, S
	LG CHEM AMERICA, INC	LG CHEM LTD.	01/30/2018	88000	40000 Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 929373 IN ISO TANKS SEAL NO.: 926293 IN ISO TANKS			3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y YOUN SEOU
P/O : ABS	LG CHEM AMERICA, INC	LG CHEM, LTD.	01/30/2018	35435	16107 Pusan	Charleston, South Carolina	MSC ROMA	South Korea	AS PER LABEL			3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 TEL:678-984-5714 1- 4044006125	20 YO YOUN TOWE KORE TEL E
17914 D ATH	LG CHEM AMERICA, INC	LG CHEM LTD.	01/27/2018	88000	40000 Pusan	Charleston, South Carolina	E R TIANPING	South Korea	SEAL NO.: 123182 IN ISO TANKS SEAL NO.: 123188 IN ISO TANKS 20080110 4501017114 CUSTOMER P/O _ 508904 PP H7914 58,800.000 KG			3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOU

	LG CHEM AMERICA, INC.	LG CHEM, LTD.	01/26/2018	129877	59035	Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	SURRENDERED POLYPROPYLENE PIC_ HEATH WILLIAMS /	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA, 30305	LG TM DAER SEOU
	LG CHEM AMERICA INC	LG CHEM LTD.	01/25/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	SEAL NO.: 003998 IN ISO TANKS SEAL NO.: 003984 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YEOUNG, S
500	TO THE ORDER OF LG CHEM AMERICA,	LG CHEM, LTD.	01/25/2018	43386	19721	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	128, Y YEON KORE 32555
P/O : 1 KG -	LG CHEM AMERICA, INC	LG CHEM, LTD.	01/15/2018	35435	16107	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 TEL:678-984-5714 1-3106674852 TEL EX 33	20 YO YOUNG TOWE KORE TEL E
	LG CHEM AMERICA INC	LG CHEM LTD.	01/15/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	SEAL NO.: 100268 IN ISO TANKS SEAL NO.: 100266 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YEOUNG, S
	LG CHEM AMERICA INC	LG CHEM LTD.	01/15/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	SEAL NO.: 004175 IN ISO TANKS SEAL NO.: 004184 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA GE	128, Y DAER SEOU
ST	LG CHEM AMERICA, INC.	LG CHEM, LTD.	01/14/2018	35435	16107	Ningpo	Charleston, South Carolina	KAETHE P	China	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE-1-4044006125	20 YO YOUNG TOWE KORE EX 82-
16,000 KG TEL	LG CHEM AMERICA, INC	LG CHEM, LTD	01/12/2018	43296	19680	Pusan	Charleston, South Carolina	MOL MANEUVER	South Korea	4501012737 CUSTOMER P/O _ 4501012737 SYNTHETIC RUBBER NBR 2875 35KG SR GREEN BOX 18,900.000 K G H.S CODE	2400 LAKEVIEW PKWY STE 580 ALPHARET 30009 USA	128, Y YEON
	LG CHEM AMERICA									SEAL NO.: 001340 IN ISO TANKS SEAL NO.	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA	128, Y DAER

LG CHEM AMERICA INC	LG CHEM LTD.	01/08/2018	88000	40000 Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	ISO TANKS SEAL NO.: 001339 IN ISO TANKS	SUITE 1200 ATLANTA ATLANTA US US	DAER SEOU
LG CHEM AMERICA INC	LG CHEM LTD.	01/08/2018	88000	40000 Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 004395 IN ISO TANKS SEAL NO.: 004316 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOU
13745 IP 21H- 714 TRILE- LG CHEM AMERICA, ESIN INC.	LG CHEM, LTD.	01/05/2018	70721	32146 Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	AS PER LABEL AS PER LABEL	3475 PIEDMONT RD.NE STE.1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE	20 YO YOUN TOWE KORE
LG CHEM AMERICA, INC.	LG CHEM LTD.	12/29/2017	44000	20000 Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	SEAL NO.: 801693 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	YOUN KORE
LG CHEM AMERICA INC	LG CHEM LTD.	12/29/2017	88000	40000 Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	SEAL NO.: 004349 IN ISO TANKS SEAL NO.: 004331 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YOUN KORE
-NP 265 JP H H - LG CHEM AMERICA, INC.	LG CHEM, LTD.	12/22/2017	141741	64428 Ningpo	Charleston, South Carolina	SAFMARINE MAKUTU	China	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD.NE STE.1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE 1-4044006125	20 YO YOUN TOWE KORE TEL E
LG CHEM AMERICA INC	LG CHEM LTD.	12/21/2017	88000	40000 Pusan	Charleston, South Carolina	MSC LISBON	South Korea	SEAL NO.: 031949 IN ISO TANKS SEAL NO.: 031945 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 118845 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 120596 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER

INC	LG CHEM LTD.	12/12/2017	46200	21000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	ISO TANK	ATLANTA US US	DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 120569 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 118899 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 118886 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	88000	40000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 921764 IN ISO TANKS SEAL NO.: 119096 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	44000	20000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 926561 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
P/O : ABS	LG CHEM AMERICA INC.	12/12/2017	35435	16107	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	AS PER LABEL	2400 LAKEVIEW PKWY, SUIT 580 ALPHARETTA, GA 30009 U.S.A ATTN: SEA GUN LEE 1-5742394090	20 YO YOUN TOWE KORE TEL E
NYPRO ASHEVILLE	LG CHEM POLAND SP ZOO	12/12/2017	45320	20600	Bremerhaven	Charleston, South Carolina	HS ROME	Germany	N/M	100 VISTA BLVD ARDEN NC 28704 US EM RHONDA.RUTH@NYPRO.COM	UL. LG PODG
CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	12/06/2017	44000	20000	Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	SEAL NO.: 121036 IN ISO TANK	CHEMBANK INTERNATIONAL, INC. CLOSTER, CLOSTER, US US	LG TM DAER

P/O :
ABS

13263 JP 21H- E- ESIN -5714 -A IRS, E IS KAO SPECIALTIES AMERICAS LLC LG CHEM AMERICA, INC. LG CHEM, LTD. 11/21/2017 106306 48321 Ningpo Charleston, South Carolina ALS CERES China AS PER LABEL AS PER LABEL AS PER LABEL 3475 PIEDMONT RD. NE SUITE 1200 ATLANTA, GA 30305 1-3106674852 TEL EX 33 20 YO YOUN TOWE 82-325	LG CHEM AMERICA LG CHEM, LTD. 12/01/2017 35435 16107 Pusan Charleston, South Carolina MSC MAXINE South Korea AS PER LABEL 3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714 1- 4044006125 20 YO YOUN TOWE 32555
ESIN -5714 -A IRS, E IS KAO SPECIALTIES AMERICAS LLC LG CHEM AMERICA, INC. LG CHEM, LTD. 11/30/2017 106084 48220 Pusan Charleston, South Carolina MSC MAXINE South Korea AS PER LABEL AS PER LABEL AS PER LABEL 3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE KORE 20 YO YOUN TOWE KORE	LG CHEM AMERICA LG CHEM, LTD. 11/30/2017 106084 48220 Pusan Charleston, South Carolina MSC MAXINE South Korea AS PER LABEL AS PER LABEL AS PER LABEL 3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE KORE 20 YO YOUN TOWE KORE
IRS, E IS KAO SPECIALTIES AMERICAS LLC LG CHEM AMERICA, INC. LG CHEM, LTD. 11/16/2017 222200 101000 Pusan Charleston, South Carolina CONTI MAKALU South Korea AS PER LABEL AS PER LABEL AS PER LABEL 243 WOODBINE STREET HIGH POINT NC 27261 ATTN BETH KLINE/LINDA GARNER LG TM DONG SEO	LG CHEM AMERICA LG CHEM, LTD. 11/30/2017 222200 101000 Pusan Charleston, South Carolina MSC MAXINE South Korea AS PER LABEL AS PER LABEL AS PER LABEL 243 WOODBINE STREET HIGH POINT NC 27261 ATTN BETH KLINE/LINDA GARNER LG TM DONG SEO
IRS, E IS KAO SPECIALTIES AMERICAS LLC LG CHEM AMERICA, INC. LG CHEM, LTD. 11/14/2017 46200 21000 Pusan Charleston, South Carolina MAERSK DHAHRAN South Korea SEAL NO.: 120870 IN ISO TANK 3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US LG TM DAER	LG CHEM AMERICA LG CHEM, LTD. 11/14/2017 46200 21000 Pusan Charleston, South Carolina MAERSK DHAHRAN South Korea SEAL NO.: 120870 IN ISO TANK 3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US LG TM DAER
IRS, E IS KAO SPECIALTIES AMERICAS LLC LG CHEM AMERICA, INC. LG CHEM, LTD. 11/14/2017 46200 21000 Pusan Charleston, South Carolina MAERSK DHAHRAN South Korea SEAL NO.: 120887 IN ISO TANK 3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US LG TM DAER	LG CHEM AMERICA LG CHEM, LTD. 11/14/2017 46200 21000 Pusan Charleston, South Carolina MAERSK DHAHRAN South Korea SEAL NO.: 120887 IN ISO TANK 3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US LG TM DAER
IRS, E IS KAO SPECIALTIES AMERICAS LLC LG CHEM AMERICA, INC. LG CHEM, LTD. 11/14/2017 46200 21000 Pusan Charleston, South Carolina MAERSK DHAHRAN South Korea SEAL NO.: 120893 IN ISO TANK 3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US LG TM DAER	LG CHEM AMERICA LG CHEM, LTD. 11/14/2017 46200 21000 Pusan Charleston, South Carolina MAERSK DHAHRAN South Korea SEAL NO.: 120893 IN ISO TANK 3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US LG TM DAER

19900
11/14/2017

218,											3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 DONGWON LEE(DWLEE1 LGCHEM.COM)	LG TM DAER SEOUL 07336
2627	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/14/2017	36960	16800	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL		
3												20 YO DONG
3985												TWIN
14	LG CHEM AMERICA INC	LG CHEM LTD.	11/14/2017	35499	16136	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200 ATLANTA GA30305 ATTN:SEA GUN LEE--- 1-4044006125	KORE TEL E
4												20 YO YOUN
HS												TOWE
4646	LG CHEM AMERICA	LG CHEM, LTD.	11/07/2017	35435	16107	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 TEL:678-984- 5714 1-4044006125	KORE EX 82-
ER,												
21	LG CHEM, LTD	LG CHEM, LTD	11/07/2017	45804	20820	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	AS PER LABEL	128, YEOUL- DAERO, YEONGDEUNGPO- GU, SEOUL KOREA	128, Y DAER SEOUL
21H-												
184-												
SAI	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/01/2017	141741	64428	Ningpo	Charleston, South Carolina	KAETHE P	China	N/M N/M N/M N/M	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE- --- 1-4044006125	20 YO YOUN TOWE TEL E
	LG CHEM AMERICA INC	LG CHEM LTD.	10/27/2017	88000	40000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 219861 IN ISO TANKS SEAL NO.: 107386 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
	LG CHEM AMERICA INC	LG CHEM LTD.	10/27/2017	46200	21000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 219883 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
P/O :												
ABS												
	LG CHEM AMERICA	LG CHEM, LTD.	10/24/2017	35499	16136	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714 1- 4044006125	20 YO YOUN TOWE KORE TEL E

LG CHEM AMERICA INC	LG CHEM LTD	10/24/2017	88000	40000	Pusan	Charleston, South Carolina	ZIM DJIBOUTI	South Korea	SEAL NO.: 028014 IN ISO TANKS SEAL NO.: 028240 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/24/2017	46200	21000	Pusan	Charleston, South Carolina	ZIM DJIBOUTI	South Korea	SEAL NO.: 218650 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC.	LG CHEM, LTD.	10/24/2017	43881	19946	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA CONTACT : SAM PYUN	20 YO YOUN TOWE 150-07
LG CHEM AMERICA INC	LG CHEM LTD.	10/17/2017	46200	21000	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 927266,30636 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/17/2017	46200	21000	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 925166 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/17/2017	88000	40000	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 120166 IN ISO TANKS SEAL NO.: 120192 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/11/2017	44000	20000	Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	SEAL NO.: 001815,1704211 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
NA ↓, SC KAO SPECIALTIES DM AMERICAS LLC	LG CHEM, LTD.	10/10/2017	222200	101000	Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN : BETH KLINE/LINDA GARNER	LG TM DONG SEOU
									SEAL NO.: 134274 IN	3475 PIEDMONT ROAD NE	

LG CHEM AMERICA INC	LG CHEM LTD.	10/07/2017	88000	40000	Pusan	Charleston, South Carolina	ZIM SAN DIEGO	South Korea	ISO TANKS SEAL NO.: 132270 IN ISO TANKS	SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/02/2017	88000	40000	Pusan	Charleston, South Carolina	ZIM ROTTERDAM	South Korea	SEAL NO.: 024893 IN ISO TANKS SEAL NO.: 024898 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
10 KG LG CHEM AMERICA, INC.	LG CHEM, LTD.	09/28/2017	106306	48321	Ningpo	Charleston, South Carolina	MAERSK GATESHEAD	China	AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD.NE STE.1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE — 1-4044006125	20 YO YOUN TOWE KORE TEL E
LG CHEM AMERICA INC	LG CHEM, LTD.	09/23/2017	88000	40000	Pusan	Charleston, South Carolina	ZIM NINGBO	South Korea	SEAL NO.: 218693,30531 IN ISO TANKS SEAL NO.: 218627 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y YEON SEO
LG CHEM AMERICA INC	LG CHEM, LTD.	09/20/2017	88000	40000	Pusan	Charleston, South Carolina	ARISTOMENIS	South Korea	SEAL NO.: 107296 ISO TANKS SEAL NO.: 924881 ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y YEON SEO
IMER - R401- LG CHEM AMERICA, INC.	LG CHEM, LTD.	09/09/2017	35424	16102	Pusan	Charleston, South Carolina	EVER LEGION	South Korea	AS PER LABEL	3475 PIEDMONT RD.NE STE.1200 ATLANTA, GA 30305 ATTN SEA GUN LEE	20 YO YOUN TOWE KORE
100 N P 5714 LG CHEM AMERICA INC	LG CHEM LTD.	09/03/2017	88000	40000	Pusan	Charleston, South Carolina	HYUNDAI MERCURY	South Korea	SEAL NO.: 924895 IN ISO TANKS SEAL NO.: 924882 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
100 LG CHEM AMERICA INC.	LG CHEM LTD	08/28/2017	70870	32214	Pusan	Charleston, South Carolina	CONTI MAKALU	South Korea	AS PER LABEL AS PER LABEL	3475 PIEDMONT RD.NE STE.1200ATLANTA, GA 30305 ATTN: SEA GUN LEE 1-4044006125	20 YO YOUN TOWE TEL E
LG CHEM AMERICA,						Charleston, South				3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE	LG TM DAER SEO

LG INC.,	LG CHEM LTD.	08/19/2017	53572	24351 Pusan	Carolina	E. R. TIANPING	South Korea	IN ISO TANK	TEL : 404-400-6125	07336
LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/11/2017	107144	48702 Pusan	Charleston, South Carolina	PARSIFAL	South Korea	IN ISO TANKS IN ISO TANKS	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE TEL : 404-400-6125	LG TW DAER SEOU 07336
LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/06/2017	70721	32146 Pusan	Charleston, South Carolina	EVER LUCID	South Korea	MARKS AND NUMBERS WITH CONTAINER APZU390761 AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 ATTN SEA GUN LEE	20 YO YOUN TOWE KORE
LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/03/2017	107144	48702 Pusan	Charleston, South Carolina	ZIM DJIBOUTI	South Korea	IN ISO TANKS IN ISO TANKS	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE TEL : 404-400-6125	LG TW DAER SEOU 07336
LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/01/2017	88184	40084 Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S. ATTN : ESTHER LE, TEL : 404-400-612 1-4044006125	LG TW DAER SEOU 07336 32555
LG CHEM AMERICA, INC., 910 SYLVAN	LG CHEM, LTD	07/26/2017	129877	59035 Pusan	Charleston, South Carolina	MOL MISSION	South Korea	4500955392 CUSTOMER P/O _ 507459 PP H7914 58,800.000 KG POLYPROPYLENE H.S CODE 3902100000 _FAX_ 213.623.3329	910 SYLVAN AVE., ENGLEWOOD CLIFFS N	LG TW DAER SEOU
LG CHEM AMERICA	LG CHEM, LTD.	07/25/2017	35361	16073 Pusan	Charleston, South Carolina	ATHOS	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714	20 YO YOUN TOWE KORE
LG CHEM AMERICA, INC.,	LG CHEM LTD.	07/25/2017	88184	40084 Pusan	Charleston, South Carolina	ATHOS	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 32555
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986	GR LG CHEM AMERICA, INC.,	LG CHEM, LTD.	07/11/2017	35361	16073 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714	20 YO YOUN TOWE KORE
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988	GR LG CHEM AMERICA, INC.,	LG CHEM LTD.	07/11/2017	88184	40084 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TM DAER SEOU 07336 32555
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990	GR LG CHEM AMERICA, INC.,	LG CHEM LTD.	07/06/2017	88184	40084 Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TM DAER SEOU 07336 32555
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992	GR LG CHEM AMERICA, INC.,	LG CHEM, LTD.	06/28/2017	35361	16073 Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714	20 YO YOUN TOWE KORE
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996	GR LG CHEM AMERICA, INC.,	LG CHEM, LTD.	06/28/2017	35435	16107 Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA ATTN: SEA GUN LEE-----1-4044006125	20 YO YOUN TOWE KORE TEL E
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2 00 G-SHI 10, VEN 322948	LG CHEM AMERICA, INC.	LG CHEM, LTD.	04/27/2017	35435	16107 Pusan	Charleston, South Carolina	SAFMARINE MAKUTU	South Korea	AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA ATTN: SEA GUN LEE— 1-4044006125	20 Y DON TWIN KORI EX 8:
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DE:2 16, . . ER ATE,	LG CHEM AMERICA, INC.,	LG CHEM LTD.	03/28/2017	44092	20042 Pusan	Charleston, South Carolina	GRASMERE MAERSK	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE, TEL : 404-400-612 1-4044006125	LG T DAEI SEO 0733 3255
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LG CHEM AMERICA, INC.,	LG CHEM LTD.	02/12/2017	46200	21000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA GA, UNITED STATES POSTAL:30 305	LG TI DAEF SEOI OSTA
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... 16-12- JE	LG CHEM AMERICA, INC	01/19/2017	44000	20000	Pusan	Charleston, South Carolina	MAERSK LITAH	South Korea	AS PER LABEL PARTY 2 LG CHEM AMERICA INC 3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400- 6125	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400-6125, 1- 80044006125	LG TI DAEF SEOI 07336 32551

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7,0 TED 3 000 JC	LG CHEM AMERICA	LG CHEM LTD.	12/21/2016	46297	21044 Pusan	Charleston, South Carolina	SEA LAND MERCURY	South Korea	IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL: 404-400-6125 1- 0000000000	LG TW DAER SEO 07336 32555
8(3) N 7,0	LG CHEM AMERICA INC	LG CHEM LTD.	12/21/2016	46297	21044 Pusan	Charleston, South Carolina	SEA LAND MERCURY	South Korea	N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL: 404-400-6125 1- 0000000000	LG TW DAER SEO 07336 32555
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EXHIBIT

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF FLORENCE	)	TWELFTH JUDICIAL CIRCUIT
	)	
RANEE MICHELLE MOORE,	)	CIVIL ACTION NO. 2018-CP-21-02884
	)	
Plaintiff,	)	
	)	ORDER DENYING LG CHEM, LTD.'S,
v.	)	MOTION TO SET ASIDE ENTRY OF
	)	DEFAULT IN PART AND GRANTING
PLANET VAPOR, INC., LG CHEM,	)	IN PART
LTD., and LG CHEM AMERICA, INC.	)	

This matter came before the Court for a hearing on April 2, 2019, on Defendant LG Chem, Ltd.'s, ("LG") motion to set aside entry of default. After reviewing the parties' submissions and hearing argument of counsel, the Court denies LG's motion in part and grants LG's motion in part.

FACTS AND PROCEDURAL HISTORY

This is a product liability action involving an allegedly defective lithium ion battery used for an e-cigarette device. Plaintiff, a South Carolina citizen, alleges that on March 9, 2016, the battery, while in her pants pocket, exploded and burst into flames, causing her severe burn injuries. The injuries occurred in Florence, South Carolina. Defendant Planet Vapor, Inc., sold the battery and e-cigarette device to Plaintiff. (Cmplt. ¶ 2). Defendant LG, a South Korean corporation, and Defendant LG Chem America, Inc., ("LGA"), a Delaware corporation, allegedly designed, manufactured, imported, and sold the battery at issue. *Id.* at ¶¶ 3-6.

On October 31, 2018, Plaintiff filed this action in Florence County, South Carolina. The Complaint asserts causes of action for negligence, strict liability, and breach of warranty against all Defendants. Plaintiff served LG through the South Carolina Secretary of State pursuant to S.C. Code Ann. § 15-9-245, which authorizes service on the Secretary of State for a foreign corporation that is not authorized to do business in South Carolina. According to a letter from the Secretary

of State, filed on December 3, 2018, as Plaintiff's proof of service, "Service was accepted on November 21, 2018."

On December 21, 2018, LGA filed a motion to dismiss for lack of personal jurisdiction. On February 12, 2019, Plaintiff filed an Affidavit of Default as to LG. On February 19, 2019, LG filed a motion to set aside entry of default. LG and LGA are represented by the same law firm.

STANDARD

“The decision whether to set aside an entry of default or a default judgment lies solely within the sound discretion of the trial judge.” *Sundown Operating Co. v. Intedger Indus.*, 383 S.C. 601, 606, 681 S.E.2d 885, 888 (2009).

ANALYSIS

As an initial matter, the Court addresses the fact that the clerk of court did not enter default upon the filing of Plaintiff's affidavit of default. The Court finds that "whether default was actually entered is of no consequence since the entry of default is a purely ministerial act which the clerk was required to perform once the default was made to appear by the affidavit" of Plaintiff. *Thynes v. Lloyd*, 294 S.C. 152, 153-54, 363 S.E.2d 122, 123 (Ct. App. 1987); *see also Stark Truss Co. v. Superior Constr. Corp.*, 360 S.C. 503, 509, 602 S.E.2d 99, 102 (Ct. App. 2004) ("Entry of default is a ministerial act which a clerk is required to perform once default is made to appear by the affidavit of the moving party." (citing *Thynes*)). Therefore, the Court considers the motion to set aside entry of default on the merits as if the clerk entered default as required.

The Rule 55(c), SCRPC, “standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice.” *Sundown*, 383 S.C. at 607, 681 S.E.2d at 888. However, as recognized by our Supreme Court in *Wetzel v. Woodside Dev. Ltd. P’ship* a motion

to set aside default for insufficient service of process is akin to a motion to dismiss under Rule 12(b)(5), SCRPC. 364 S.C. 589, 592, 615 S.E.2d 437, 438 (2005). The Court likewise treats the motion to set aside default for lack of personal jurisdiction as being akin to a motion to dismiss under Rule 12(b)(2), SCRPC. Therefore, for those two issues the Court will utilize the standards of review for a motion made pursuant to Rule 12(b)(2) and 12(b)(5) respectively instead of the “good cause” standard in Rule 55(c).

LG argues the Court should set aside default due to: (1) improper service, (2) lack of personal jurisdiction resulting in a void entry of default, and (3) even if service is proper, good cause to set aside the entry of default. (LG Memo. in Supp. of Mot. pp. 1-2). LG submitted an affidavit of Sung Han Ryu, “the Team Leader of the Global Litigation TFT.” (LG’s Exh. D ¶ 2). Mr. Ryu states that “LG Chem was unaware of any attempted service until the filing of the Affidavit of Default on February 12, 2019,” but does not explain how it learned of the filing of the Affidavit of Default when Plaintiff only e-filed the documents with the Florence County Clerk of Court as required. *Id.* at ¶ 16.

In opposition to LG’s motion, Plaintiff argues that it validly served LG pursuant to S.C. Code Ann. § 15-9-245. Plaintiff submitted an affidavit of William F. Barnes, III, with attachments showing the summons and complaint were actually delivered to LG in South Korea. (Barnes Aff.). Plaintiff argues that personal jurisdiction is proper because LG maintains sufficient minimum contacts with South Carolina such that it should anticipate being haled into court here.

I. Plaintiff Properly Served Defendant LG

LG argues that Plaintiff should have served it through the Hague Convention. The Court disagrees.

Pursuant to S.C. Code Ann. § 15-9-245:

Every foreign business or nonprofit corporation which is not authorized to do business in this State, by doing in this State, either itself or through an agent, any business . . . is considered to have designated the Secretary of State as its agent upon whom process against it may be served in any action or proceeding arising in any court in this State out of or in connection with the doing of any business in this State.

§ 15-9-245(a). The plaintiff delivers the summons and complaint to the Secretary of State, who sends it certified mail to the corporation. § 15-9-245(b). Proof of such service is then made by “affidavit of compliance with this section and filed, together with a copy of the process” and filing a “return receipt signed by the foreign business or nonprofit corporation or other official proof of delivery.” § 15-9-245(c).

As discussed below, LG conducts business in South Carolina by importing hundreds of shipments through the Port of Charleston, South Carolina, some of which are shipped to South Carolina businesses. Therefore, § 15-9-245 applies to it and the Secretary of State is its agent for service of process. Plaintiff complied with § 15-9-245 by delivering the summons and complaint to the Secretary of State. The Secretary of State sent it by certified mail to LG’s address in South Korea. On December 3, 2018, Plaintiff filed a letter from the Secretary of State as proof of its service. On April 2, 2019, Plaintiff filed an Affidavit of William F. Barnes, III, attesting to the fact that service was actually delivered to LG Chem, Ltd., in South Korea on December 12, 2018, including attachments showing proof of delivery from Korea Post.¹ (Barnes Aff.). This qualifies as “official proof of delivery” under § 15-9-245(c). Therefore, I find Plaintiff satisfied § 15-9-245 and validly served LG.

LG argues that service on it must occur through the Hague Convention. The Court disagrees for two independent reasons. First, the evidence shows that LG’s agent, the South

¹ Korea Post is the national postal service of South Korea. Its tracking and delivery records are official proof of delivery.

Carolina Secretary of State, and LG itself received the summons and complaint. *See Volkswagenwerk Aktiengesellschaft v. Schlunk*, 486 U.S. 694, 707 (1988) (“Where service on a domestic agent is valid and complete under both state law and the Due Process Clause, our inquiry ends and the Convention has no further implications. . . . the Due Process Clause does not require an official transmittal of documents abroad every time there is service on a foreign national.”). LG does not provide any evidence to dispute the delivery evidence submitted by Plaintiff. As LG and its agent actually received service, it should not be heard to complain. *Cf. Cook v. Federal Ins. Co.*, (interpreting the nonresident motorist statute and stating “it is no absolute requirement to good and valid service that the Defendant actually receive the notice in order to vest jurisdiction in the courts.” (internal quotation marks omitted)).

Plaintiff properly served LG in compliance with the applicable law and, therefore, service of process is not a basis to set aside the entry of default.

II. Personal Jurisdiction Exists as to LG Chem, Ltd.

LG alternatively argues that the entry of default is void because the Court cannot exercise personal jurisdiction over it. The Court disagrees.

“The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case.” *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005). “Specific jurisdiction over a cause of action arising from a defendant’s contacts with the state is granted pursuant to the long arm statute.” *Id.* at 491, 611 S.E.2d at 508 (citing S.C. Code Ann. § 36-2-803 (2003)). “South Carolina’s long-arm statute . . . has been construed to extend to the outer limits of the due process clause.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. Therefore, “the sole question becomes whether the exercise of personal jurisdiction would violate due process.” *Id.*

“Due process requires that there exist minimum contacts between the defendant and the forum state such that maintenance of the suit does not offend traditional notions of fair play and substantial justice.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. “[D]ue process mandates that the defendant possess sufficient minimum contacts with the forum state, so that he could reasonably anticipate being haled into court there.” *Id.* at 491-92, 611 S.E.2d at 508. “It is essential in each case that there be some act by which the defendant purposefully avails itself of the privilege of conducting activities within the forum state, thus invoking the benefits and protections of its laws.” *Moosally v. W.W. Norton & Co.*, 358 S.C. 320, 332, 594 S.E.2d 878, 884 (Ct. App. 2004).

“The court must also find that the exercise of jurisdiction is reasonable or fair.” *Cockrell*, 363 S.C. at 492, 611 S.E.2d at 508 (internal quotation marks omitted). “Under the fairness prong, the court must consider: (1) the duration of the activity of the nonresident within the state; (2) the character and circumstances of the commission of the nonresident’s acts; (3) the inconvenience resulting to the parties by conferring or refusing to confer jurisdiction over the nonresident; and (4) the State’s interest in exercising jurisdiction.” *Id.*

Plaintiff proves personal jurisdiction based on the pretrial stage pleadings and, alternatively, based on the additional evidence presented. “At the pretrial stage, the burden of proving personal jurisdiction over a nonresident is met by a prima facie showing of jurisdiction either in the complaint or in affidavits.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. “There is no ‘other evidence’ requirement for personal jurisdiction where the complaint itself demonstrates jurisdiction.” *Mid-State Distribs. v. Century Imps.*, 310 S.C. 330, 332, 426 S.E.2d 777, 779 (1993). Plaintiff alleges in the Complaint that “LG and LGA have continuing contacts with South Carolina by transacting substantial business in this state and manufacturing, distributing, and/or selling goods with the reasonable expectation that they will be used in this state and which are in fact used

in this state.” (Cmplt. ¶ 7). This demonstrates jurisdiction under the long-arm statute and due process analysis by asserting sufficient minimum contacts and the fairness and expectation of being haled into court in South Carolina

Alternatively, based on the additional evidence submitted, Plaintiff demonstrates personal jurisdiction. LG possesses sufficient minimum contacts with South Carolina so that it should reasonably anticipate being haled into court here. Under South Carolina’s long-arm statute,

A court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person’s: (1) transacting any business in this State; (2) contracting to supply services or things in the State; . . . (4) causing tortious injury or death in this State by an act or omission outside this State if he regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this State.

S.C. Code Ann. § 36-2-803(A). Plaintiff submitted an exhibit listing hundreds of LG shipments from 2006 to February 2019. During that time, LG imported 984 shipments to the Port of Charleston, South Carolina, and imported 40 shipments to South Carolina customers, one of which was a shipment of lithium ion batteries. This is ample evidence that LG transacted business in South Carolina; contracted to supply things in South Carolina; and caused injury in South Carolina when it regularly does or solicits business, or engages in a persistent course of conduct, or derives substantial revenue from goods used or consumed in South Carolina. *See Moosally*, 358 S.c. at 336, 594 S.E.2d at 886 (“W.W. Norton’s continual practice of marketing and distributing books in South Carolina satisfies the power prong of the due process analysis.”); *Catalana v. Carnival Cruise Lines, Inc.*, 618 F. Supp. 18, 22 (D. Md. 1984) (“By using the port of Baltimore as a site for regularly scheduling cruises, Carnival has purposefully availed itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws.”). Therefore, the minimum contacts prong is satisfied.

The exercise of personal jurisdiction is also reasonable and fair. First, LG has conducted activities in South Carolina for a sufficient duration, at least thirteen years. Second, the character and circumstances of the commission of LG's acts support exercising personal jurisdiction. It consistently and repeatedly uses the Port of Charleston and ships and sells products directly to South Carolina customers. Third, there is no inconvenience to the parties by conferring jurisdiction over LG. It regularly defends litigation in the United States, including South Carolina. *See supra* n.2. The inconvenience to Plaintiff to litigate in South Korea is far greater than any inconvenience to LG. Fourth, and finally, South Carolina has an interest in exercising jurisdiction over LG. "South Carolina has an interest in providing redress for its citizens." *Cribb v. Spatholt*, 382 S.C. 490, 504, 676 S.E.2d 714, 721 (Ct. App. 2009) (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 473 (1985) ("A State generally has a 'manifest interest' in providing its residents with a convenient forum for redressing injuries inflicted by out-of-state actors.")). The Court has personal jurisdiction of LG.

III. Good Cause under Rule 55(c)

LG argues that in any event it should be relieved from default for “good cause” pursuant to Rule 55(c), SCRCp. The Court agrees.

Under Rule 55(c) a default may be set aside “for good cause shown.” Rule 55(c) should be “liberally construed to promote justice and dispose of cases on the merits.” *Bage v. Se. Roofing Co. of Spartanburg, Inc.*, 373 S.C. 457, 471, 646 S.E.2d 153, 160 (Ct. App. 2007) *vacated by* 383 S.C. 489, 681 S.E.2d 867 (2009); *see also Micronics, Inc. v. S.C. Dep’t of Revenue*, 345 S.C. 506, 511, 548 S.E.2d 223, 226 (2001) (Noting “South Carolina's policy favoring the disposition of issues on their merits rather than on technicalities.”).

18, 2019.² Plaintiff filed her Affidavit of Default on February 12, 2019. The Court finds this factor weighs in favor of setting aside the default as LG has moved quickly to set aside the default. As to the second factor the Court finds that LG has meritorious defenses. “A meritorious defense need not be perfect nor one which can be guaranteed to prevail at a trial. It need be only one which is worthy of a hearing or judicial inquiry because it raises a question of law deserving of some investigation and discussion or a real controversy as to essential facts arising from conflicting or doubtful evidence.” *Graham v. Town of Loris*, 272 S.C. 442, 453, 248 S.E.2d 594, 599 (1978). The Court finds that there is a real controversy as to whether LG’s 18650 lithium-ion batteries are designed to be used as replaceable, rechargeable batteries in electronic cigarette devices.

Finally, turning to the third *Wham* factor the Court finds that Plaintiff would suffer no appreciable prejudice. The only prejudice that Plaintiff conceivably may suffer is some slight delay in the proceedings and that LG will now defend on the merits. However, “In the context of a motion to set aside an entry of default, as in other contexts, delay in and of itself does not constitute prejudice to the opposing party.” *Colleton Prep. Acad., Inc. v. Hoover Universal*, 616 F.3d 413, 418 (4th Cir. 2010) (applying Fed. R. Civ. P. 55). Nor is having to prosecute the case on the merits sufficient prejudice. *Johnson v. Dayton Elec. Mfg. Co.*, 140 F.3d 781, 785 (8th Cir. 1998). “Setting aside a default must prejudice plaintiff in a more concrete way, such as ‘loss of evidence, increased difficulties in discovery, or greater opportunities for fraud and collusion.’” *Id* (quoting *Berthelsen v. Kane*, 907 F.2d 617, 621 (6th Cir. 1990)). The Court finds that no such prejudice is evident in this case and finds that the third factor weighs in favor of setting aside the default.

² Initially Defendant attempted to file its motion on February 15, a Friday, three days after Plaintiff filed her Affidavit of Default. However, LG’s motion was rejected for electronic filing due to an error which is unknown to the Court. LG’s counsel was not aware of the rejection until Monday.



Florence Common Pleas

Case Caption: Ranee Machel Moore , plaintiff, et al VS Planet Vapor Inc ,
defendant, et al
Case Number: 2018CP2102884
Type: Order/Other

So Ordered

s/ The Honorable Michael G. Nettles #2140

Electronically signed on 2019-04-29 12:14:44 page 12 of 12

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EXHIBIT

4

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	CIVIL ACTION NO. : 2018-CP-0201518
	)	
JOSHUA HOLTZENDORFF,	)	
	)	
Plaintiff,	)	[PROPOSED] ORDER DENYING
	)	LG CHEM, LTD.'S MOTION TO
vs.	)	DISMISS FOR LACK OF PERSONAL
	)	JURISDICTION
VAPOR TEK USA, LLC, and LG CHEM	)	
LTD.	)	
	)	
Defendants.	)	
_____	)	

Defendant LG Chem, Ltd.'s motion to dismiss for lack of personal jurisdiction, pursuant to South Carolina Rule of Procedure 12(b)(2), came before the Court for a hearing on February 3, 2020. After considering the pleadings, the evidence submitted by both parties, and the arguments of counsel, the Court denies LG Chem, Ltd.'s motion to dismiss. Defendant LG Chem, Ltd. shall file and serve its answer within 15 days of service of this order.

AND IT IS SO ORDERED.

Dated: _____
Aiken, South Carolina

Hon. Courtney Clyburn Pope
Circuit Court Judge



Aiken Common Pleas

Case Caption: Joshua Holtzendorff VS Vapor Tek Usa Llc , defendant, et al
Case Number: 2019CP0201518
Type: Order/Form 4

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2020-05-06 12:01:14 page 2 of 2

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EXHIBIT

5

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) CIVIL ACTION NO.: 2010-CP-38-1558
VIKKI G. SHEPPARD as Personal)
Representative of the Estate of ARTHUR)
BENJAMIN SHEPPARD, II)
Plaintiff,)
v.)
MERCEDES-BENZ USA, LLC, DAIMLER)
AG, F/K/A DAIMLERCHRYSLER AG,)
TRAVIS KENDELL WILLIAMS, and)
MALONE'S AUTOMOTIVE,)
Defendants)

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC

2012 NOV 15 PM 4:34

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) CIVIL ACTION NO.: 2010-CP-38-1559
VIKKI G. SHEPPARD,)
Plaintiff,)
v.)
MERCEDES-BENZ USA, LLC, DAIMLER AG,)
F/K/A DAIMLERCHRYSLER AG, TRAVIS)
KENDELL WILLIAMS, and MALONE'S)
AUTOMOTIVE,)
Defendants)

ATTEST: TRUE COPY
Winnie B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

ORDER

THIS MATTER CAME BEFORE THE COURT on motion by Defendant Daimler AG to dismiss pursuant to Rule 12(b)(2) South Carolina Rules of Civil Procedure for lack of personal jurisdiction. The motion was heard on December 5, 2011. After considering the arguments of counsel and materials provided in support of the opposing positions, the Court finds that Daimler

AG is subject to jurisdiction for the causes of action set forth in Plaintiffs' complaints and, therefore, denies the motion to dismiss.

BACKGROUND

This action arises from a November 24, 2007, automobile accident involving a head-on collision between a 2002 Mercedes Benz S430 being operated by the Plaintiffs and a 2004 Chevy Malibu operated by Travis Kendell Williams. The accident occurred in Orangeburg County on U. S. 178 near the Town of Bowman.

The claim against Daimler AG involves allegations that the airbags failed to deploy in the subject vehicle. Arthur Benjamin Sheppard, II died and Vikki Sheppard sustained personal injuries as a result of the collision. For the purposes of this motion, it is undisputed that the airbags did not deploy in the collision. It is also undisputed that Daimler AG, f/k/a Daimler Chrysler AG (Daimler AG), manufactured the subject vehicle in Germany which was later sold to Defendant Mercedes-Benz USA, LLC (MBUSA, LLC). The sale to MBUSA, LLC took place in Germany.

At the time the subject vehicle was manufactured and sold, Daimler AG certified that it met all U. S. Federal Motor Vehicle Safety Standards in effect on the date of manufacture. Daimler AG also certified that the subject vehicle conformed to all year 2002 U.S. EPA Regulations. Daimler AG also provided an Operators Manual with the subject vehicle providing instructions in English on the proper operation of the S-Class Mercedes. It is undisputed that the subject vehicle was designed and manufactured in Germany with the specific intent that it be sold and driven within the United States.

This is demonstrated by the sale to MBUSA, LLC, a wholly owned subsidiary of Daimler AG.

DISCUSSION

In this action the Plaintiffs seek to have the Court exercise jurisdiction over Daimler AG concerning the specific acts and/or omissions alleged in the complaints. "Specific jurisdiction over a cause of action arising from a defendant's contacts with the state is granted pursuant to the

long-arm statute.” State of South Carolina v. NV Sumatra Tobacco Trading Co., 666 S.E.2d 218, 222 (2008). The applicable section of the long-arm statute provides as follows:

§36-2-803. Personal Jurisdiction based upon conduct.

- (A) A court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person's: (8) production, manufacture, or distribution of goods with the reasonable expectation that those goods are to be used or consumed in this State and are so used or consumed.

In assessing personal jurisdiction at the pre-trial stage, the burden of proving jurisdiction is met by a prima facie showing in the complaint. Cockrell v. Hillerich & Bradsby Co., 611 S.E.2d 505 (2005). To this end the trial court is not required to consider materials beyond the complaint. However, because the parties have provided additional materials the Court will consider them along with the allegations in the complaint.

As an initial matter, the Plaintiffs' complaints allege that Daimler AG manufactured and placed the subject vehicle into the stream of commerce. It is further alleged that the Plaintiffs were injured due to defects in the manufacture and design of the subject vehicle and that the injuries occurred while the vehicle was being used in South Carolina.

There can be no question that Daimler AG intended that the subject vehicle be sold and used in the United States by virtue of the certification that the vehicle met all applicable FMVSS and EPA standards.¹ Thus, it is clear to the Court that Daimler AG manufactured and placed the subject vehicle into the stream of commerce with the “reasonable expectation” that it would be used in any of the 50 states including South Carolina. This is especially true given the mobility of vehicles and the fact that all vehicles sold in South Carolina, regardless of manufacturer, must meet the same federal safety and environmental standards.¹

The vehicle was then sold to its wholly owned subsidiary which distributes its vehicles far and wide out the United States.

Because Daimler AG manufactured and sold the subject vehicle with the reasonable expectation that it would be used in South Carolina and this action arises from its use in South

¹ Of course it is common knowledge that Mercedes Benz vehicles are sold at dealerships in South Carolina.

Carolina, the threshold requirement for jurisdiction under the South Carolina Long Arm Statute is met. However, in order for the Court to exercise jurisdiction it must confirm that doing so is consistent with Due Process.

Due Process requires that there exist minimum contacts between the defendant and the forum state such that maintenance of the suit does not offend traditional notions of fair play and substantial justice. *Id.* Further, Due Process mandates that the defendant possess sufficient minimum contacts with the forum state, so that he could reasonably anticipate being haled into court there. *Id.* citing World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 100 S.Ct. 559, 62 L.Ed.2d 490 (1980). Without minimum contacts, the court does not have the “power” to adjudicate the action. *Id.* The court must also find that the exercise of jurisdiction is “reasonable” or “fair.” *Id.* If either prong fails, the exercise of personal jurisdiction over the defendant fails to comport with the requirements of due process. Southern Plastics Co. v. Southern Commerce Bank, 423 S.E.2d 128 (1992).

The foreseeability that is critical to due process analysis is not the mere likelihood that a product will find its way into the forum state. Rather, it is that the defendant's conduct and connection with the forum state are such that he should reasonably anticipate being haled into court there. This theory of personal jurisdiction is known as the “stream of commerce” theory. Southern Plastics Co., *supra* citing World-Wide Volkswagen Corp., 444 U.S. at 297.

In Sumatra, the South Carolina Supreme Court was asked to embrace the “stream of commerce plus” theory of personal jurisdiction. This theory arose in a plurality opinion by Justice Sandra Day O'Connor of the United States Supreme Court in Asahi Metal Ind. Co., Ltd. v. Superior Court of California, 480 U.S. 102, 107 S.Ct. 1026, 94 L.Ed.2d 92 (1987). The “stream of commerce plus” theory states that the placement of a product into the stream of commerce, without more, is not an act of the defendant purposely directed toward the forum state. The theory maintains that additional conduct indicating an intent or purpose to serve the

market in the forum state is also necessary. Asahi, 480 U.S. at 112, 107 S.Ct. 1026. Only three other justices ~~signed onto~~ ^{adopted} this theory. Justice William Brennan and three other justices maintained that simply placing a product into the stream of commerce is consistent with the Due Process Clause and they would not require a showing of additional conduct to assert jurisdiction. Id. at 117. The South Carolina Supreme Court declined to embrace the “stream of commerce plus” theory.

Trial Courts in South Carolina are required to apply Justice Brennan’s stream of commerce test when assessing whether Due Process is afforded in exercising jurisdiction over a foreign manufacturer. In Asahi, Justice Brennan describes the stream of commerce as follows:

The stream of commerce refers not to unpredictable currents or eddies, but to the regular and anticipated flow of products from manufacture to distribution to retail sale. As long as the participant in this process is aware that the final product is being marketed in the forum State, the possibility of a lawsuit there cannot come as a surprise.

Asahi, 480 U. S. at 117.

Daimler AG argues that after the decision in J. McIntyre Machinery, Ltd. V. Nicastro, 131 S.Ct. 2780 (2011) that the stream of commerce analysis used by the South Carolina Supreme Court is no longer appropriate and that there must be additional conduct directed at the forum state beyond the placement of a product into the stream of commerce with the intent to serve a market. It argues that McIntyre changed the standard for personal jurisdiction such that the precedent of the South Carolina Supreme Court relied on by the Plaintiffs are no longer controlling.

McIntyre, like Asahi, was decided by a plurality of the Court and thus did not involve a majority of the justices required to change existing precedent. The outcome of the case was controlled by Justice Breyer’s concurring vote where he declined to choose between either Justice O’Connor’s “stream of commerce plus” analysis or Justice Brennan’s broader “stream of

commerce” approach. “When a fragmented Court decides a case and no single rationale explaining the result enjoys the assent of five Justices, the holding of the court may be viewed as the position taken by those Members who concurred in the judgment on the narrowest grounds.” Garland v. Roy, 615 F.3d 391,399 (5th Cir. 2010)

Justice Breyer simply confirmed that none of the prior precedents upholding personal jurisdiction over a product manufacturer “finds that a single isolated sale, even if accompanied by the kind of sales effort indicated here, is sufficient”. McIntyre, 131 S. Ct. at 2792. He went on to analyze the defendant’s contacts with New Jersey under the existing precedent. Justice Breyer first found that there was not a regular flow or regular sales to New Jersey and there was no “something more, such as special state-related design, advertising, advice, marketing or anything else”. Id. Thus finding jurisdiction did not exist under the “stream of commerce plus” approach taken by Justice O’Connor in Asahi. He then went on to find the plaintiff had not otherwise shown that the manufacturer “delivered its goods in the stream of commerce with the expectation that they will be purchased by New Jersey users” under the “stream of commerce approach set forth in Asahi by Justice Brennan. Id.

McIntyre involved a claim by a citizen of New Jersey for injuries caused by an allegedly defective scrap metal recycling machine manufactured by McIntyre in the U.K. McIntyre did not have any presence in the U.S. or in New Jersey. It had sold only one of its machines in the State of New Jersey through an independent distributor. Although it sold the machine with knowledge that its product could end up via the stream of commerce in any of the fifty states including New Jersey, it did not specifically target New Jersey. The U.S. Supreme Court reversed the New Jersey Supreme Court’s opinion affirming a finding of personal jurisdiction by the trial court. The New Jersey trial Court found personal jurisdiction based on its view that it was foreseeable to McIntyre that its machine could end up in New Jersey via the stream of commerce.

The McIntyre plurality found that the foreseeability that a product could end up in the forum State via the stream of commerce, standing alone, was insufficient to meet the requirements of due process. The Court affirmed prior precedent that a single isolated sale standing alone would not support personal jurisdiction. There was no evidence of a regular flow of sales in New Jersey or that it delivered its machine into the stream of commerce with the expectation that they would be purchased in New Jersey.

Not only is McIntyre distinguishable factually from the present case, the Court disagrees with Daimler AG that McIntyre changes the law with regard to the Due Process analysis required for a court to exercise personal jurisdiction over a foreign product manufacturer. At best McIntyre can be read as leaving Asahi intact and is otherwise of little precedential value except for cases involving similar facts. See Ainsworth v. Cargotec, USA, Inc. 2011 WL 4443626 (S.D. Miss) (Finding McIntyre limited to cases with similar facts holding and that McIntyre did not affect the requirement that district courts in the Fifth Circuit follow Justice Brennan's Due Process analysis from Asahi.) The Court finds that McIntyre does not change the Due Process analysis set forth in Sumutra Tobacco by the South Carolina Supreme Court, which is the test this Court must follow.

This case falls squarely within the purpose of the stream of commerce theory which when applied confirms that the exercise of jurisdiction is consistent with Due Process. This case does not involve the isolated sale of a single product in South Carolina (McIntyre) nor does it involve the sale of a product in a different state by a seller that does not sell any products in South Carolina. (World-Wide Volkswagen) Likewise, it does not involve a product that was swept into South Carolina via the stream of commerce where the defendant took no effort to serve the market in South Carolina. (Asahi) Instead, this case involves a manufacturer who designs and builds automobiles in Germany specifically for sale in the United States including South

Carolina. Automobiles that are sold in the United States and South Carolina through a wholly owned subsidiary that acts as the exclusive distributor of these automobiles.

A review of the cases analyzing personal jurisdiction over foreign product manufacturers reveals an important emphasis expressed by the courts when products enter the forum state via a distributor, especially when the product is designed for the market. For example, in World-Wide Volkswagen, the U.S. Supreme Court distinguished the isolated sale of a product from sales of a manufacturer that seeks to serve a market through a distributor:

Hence if the sale of a product of a manufacturer or distributor such as Audi or Volkswagen is not simply an isolated occurrence, but arises from the efforts of the manufacturer or distributor to serve, directly or indirectly, the market for its product in other States, it is not unreasonable to subject it to suit in one of those States if its allegedly defective merchandise has there been the source of injury to its owner or to others.

World-Wide Volkswagen, 444 U.S. at 297.

Later in Asahi, Justice O'Connor cites as an example the use of a distributor to serve a market as the type of "additional" conduct necessary under her more restrictive view of conduct necessary to sustain personal jurisdiction.

The placement of a product into the stream of commerce, without more, is not an act of the 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, for example, designing the product for the market in the forum 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.

Asahi, at 112.

The purpose of the stream of commerce theory is to hold a manufacturer "amenable to process in a forum in which its products are sold, even if the products were sold indirectly through importers or distributors with independent sales and marketing schemes." DeJames v. Magnificence Carriers, Inc., 654 F.2d 280, 285 (3d Cir.) cert. denied, 454 U.S. 1085 (1981).

Daimler AG designs and manufactures passenger vehicles, including the subject vehicle, specifically for the U.S. market which includes South Carolina. These vehicles are designed to comply with Federal Motor Vehicle Safety Standards and Environmental Protection Agency standards on emissions. In order to sell a new vehicle in South Carolina it must be designed to meet these standards. Daimler AG provided an owner's manual in English and used English units of measure for mileage on the speedometer. Further, Daimler AG targeted the U.S. market, including South Carolina, through its wholly owned subsidiary MBUSA. This is the very type of conduct that the U.S. Supreme Court has consistently defined as meeting the minimum contacts requirement to sustain personal jurisdiction. "The forum State does not exceed its powers under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce with the expectation that they will be purchased by consumers in the forum State." World-Wide Volkswagen, 444 U.S. at 297 – 298.

Other courts presented with almost identical situations post McIntyre have found the exercise of jurisdiction proper where a product reaches the forum state through a distributor where the manufacturer, as here, clearly sought to serve the market. In King v. General Motors Corporation, 2012 WL 1340066 (N.D.Ala.), the district court found that it had jurisdiction over GM's wholly owned subsidiary, General Motors of Canada. There the plaintiff sought to have the court exercise jurisdiction over GM of Canada the manufacturer of the allegedly defective vehicle. GM of Canada moved to dismiss for lack of personal jurisdiction making the exact argument made here by Daimler AG. GM of Canada admitted to designing and manufacturing the vehicle for sale in the U.S. It argued that the Alabama courts did not have jurisdiction because it sold the vehicle to GM, its parent company who then distributed the vehicles for sale in the U.S. The transfer of title to GM took place in Canada. GM of Canada had no agents in

Alabama, was not registered to do business in Alabama, and in fact had never directly done any business in Alabama. In denying the motion to dismiss the Court wrote:

While the court certainly recognizes that GM Canada is a separate and distinct entity from GM Corporation, there is no doubt that GM Canada “seeks to serve” Alabama when it specifically manufactures GM vehicles, in compliance with federal regulations, and designed by its parent corporation who actively sold these vehicles to an Alabama dealership. Indeed, GM Canada cannot plead ignorance of the markets it explicitly targets and serves when its parent corporation directly sells the manufactured products to these markets. GM Canada possesses more than some vague awareness that its products *might* reach U.S. markets – it manufactures vehicles, such as the one at issue, to comply with federal regulations. This equates manufacturing a product “in anticipation of sales in” Alabama. Moreover, GM Canada specifically sold its products to GM Corporation for distribution in the United States. ... Indeed the court finds that this commercial relationship mirrors an example provided by Justice O’Connor in Asahi of a manufacturer “marketing the product through a distributor who has agreed to serve as the sales agent in the forum State.”

King, at 7.

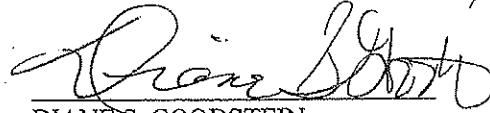
In Soria v. Chrysler Canada, Inc., 958 N.E. 2d 285 (Il. App. 1st 2011), the Illinois appellate court upheld the trial court’s denial of a Chrysler Canada’s motion to dismiss for lack of jurisdiction under a factual pattern almost identical to what was presented in King and the present case. There Chrysler Canada, relying on McIntyre, asserted that it had insufficient contacts with Illinois because it only assembled vans that were sold to its parent company, Chrysler Corporation who then sold the vehicles through dealerships to consumers in Illinois. The vehicles were manufactured to meet federal regulations for sale in the U.S. The Court found that Chrysler Canada was specifically aware that its products were manufactured for the U.S. market including Illinois which amounted to the purposeful availment of the benefits and privileges of doing business in Illinois which thereby subjected it to personal jurisdiction. See also Ainsworth v. Cargotec USA, Inc., 2011 WL 4443626 (S.D. Miss) (Post McIntyre denial of forklift manufacturer’s motion to dismiss where forklift manufacturer knew that its distributor was marketing its products throughout the U.S. including Mississippi.); Russell v. SNFA, 965

N.E. 2d 1, (Ill. App. 1st 2012) (Post McIntyre denial of a motion to dismiss made by French manufacturer of bearings specially designed for helicopters that it knew were being marketed in the U.S. including the forum state.)

Consistent with these decisions, the Court finds that Daimler AG is amenable to process in South Carolina because of its continuous and systematic targeting of its products to the U.S. market which includes South Carolina. Daimler AG cannot claim that it does not serve the market for Mercedes vehicles in South Carolina while admitting that it designs and manufactures these vehicles specifically for sale in the U.S. market. “Stated differently, if not [South Carolina], what market does [Daimler Ag] serve?” King, at 8.

Having found that Daimler AG possesses sufficient contacts with South Carolina to satisfy Due Process, the Court also finds that the exercise of jurisdiction is reasonable and fair. The U.S. Supreme Court has previously stated that the exercise of jurisdiction is not unreasonable where it is based on the efforts of the manufacturer to serve, either directly or indirectly, the market for its product. World-Wide Volkswagen, 444 U.S. at 297-298. “Where the component allegedly fails and causes injury in the very market in which the product was expected to be sold, it is not unreasonable or unfair to require the defendant to be subject to suit in that forum.” Rockwell International Corp. v. Construzioni Aeronautiche Giovanni Agusta, S.P.A., 553 F.Supp. 328 (E.D.Pa. 1982) Here Daimler AG specifically sought to serve the market in South Carolina where its product allegedly caused harm to the Plaintiff. Requiring it to defend its product in South Carolina is both fair and reasonable. This is especially true given that South Carolina has the greatest interest in hearing this matter which arises out of an accident that occurred in South Carolina.

Based on the foregoing, the Court finds that the exercise of personal jurisdiction over the Defendant Daimler AG is proper under the long-arm statute and hereby denies the motion to dismiss.² Daimler AG shall file and serve its answer within 15 days of this Order. *service of 201*



DIANE S. GOODSTEIN
PRESIDING JUDGE

NOV. 13, 2012
Orangeburg, SC

² See Kaplan v. Daimler Chrysler AG, et al., 99 F. supp. 2d 1348 (D.C. Fla. 2000) (Denying motion to dismiss for lack of personal jurisdiction in products case involving a S-Class Mercedes vehicle under near identical circumstances and arguments.)

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF UNION	)	SIXTEENTH JUDICIAL CIRCUIT
DWAYNE THOMPSON,	)	Civil Action No. 2019-CP-44-00054
	)	
Plaintiff,	)	
	)	DEFENDANT LG CHEM, LTD.'S
vs.	)	REPLY TO PLAINTIFF'S
	)	OPPOSITION TO RENEWED
ROLLING FOG VAPOR COMPANY,	)	MOTION TO DISMISS
LLC, LG CHEM, LTD., AND LG	)	PLAINTIFF'S COMPLAINT FOR
CHEM AMERICA, INC.,	)	LACK OF PERSONAL
	)	JURISDICTION
Defendants.	)	
	)	

Defendant LG Chem, Ltd. ("LG Chem") respectfully submits this Reply Memorandum of Law in Further Support of its Renewed Motion to Dismiss, requesting an Order dismissing Plaintiff's Amended Complaint against it for lack of personal jurisdiction.

INTRODUCTION

Plaintiff has the burden of proving jurisdiction, and the Honorable J. Cordell Maddox previously found that the same information Plaintiff now submits in opposition to LG Chem's renewed motion to dismiss was insufficient to establish personal jurisdiction. Plaintiff now contends that he does not need any discovery, and instead asks this Court to deny LG Chem's motion based on the same facts and the same law that were presented to Judge Maddox.

"There is a long-standing rule in this State that one judge of the same court cannot overrule another." *See Charleston Cnty. Dep't of Soc. Servs. v. Father*, 317 S.C. 283, 288, 454 S.E.2d 307, 310 (1995); *see also Tisdale v. Amer. Life Ins. Co.*, 216 S.C. 10, 56 S.E.2d 580 (1950). The fact that other South Carolina circuit court judges have ruled differently in other, similar cases cannot not change this well-settled rule.

And Judge Maddox was correct in determining that the pleadings and facts Plaintiff previously submitted, and now submits again, were insufficient to establish jurisdiction over LG Chem. As discussed below, LG Chem's position is that the decisions by other South Carolina circuit courts were, respectfully, erroneous, and the constitutional Due Process analysis required by controlling United States Supreme Court precedent requires dismissal on the facts alleged and presented with Plaintiff's opposition. The Court need look no further than the decision in the *Ranae Moore* case, cited by Plaintiff, in which the Court failed to address the "arising out of" element of the specific jurisdiction test to see that the decision cannot stand the test of any appeal. Not only that, but Plaintiff had already submitted that decision to Judge Maddox before he ruled. And numerous appellate courts in other states, including the Supreme Court of Missouri and the Ninth Circuit Court of Appeals, have recognized that the constitutional principles cited in LG Chem's motion support only the conclusion that constitutional due process cannot be satisfied by the exercise of general or specific jurisdiction over LG Chem here.

But this Court need not, and should not, engage in any such determination, because it is wholly improper for Plaintiff to ask this Court to set aside Judge Maddox's decision.

Having failed to submit any opposition to LG Chem's Motion for Protective Order, and having conceded that Plaintiff seeks no further discovery, the facts stand as they did before Judge Maddox, and LG Chem's Motion must be granted.

FACTS

Plaintiff alleges that he was injured by an LG Brown Hg2 INR 18650 3000mAh battery purchased from Defendant Rolling Fog Vapor Company, LLC ("Rolling Fog") to use in his vaping device. (*See* Compl., ¶¶ 2, 8–9, 12.) Plaintiff alleges that LGC designed, manufactured, supplied, sold, imported, and distributed the battery. (*Id.*, ¶ 5.)

LG Chem is a South Korean company with its headquarters and principal place of business in Seoul, South Korea. (**Exhibit A**, Aff. of Sung Han Ryu, dated April 24, 2019, ¶ 4; Compl. ¶ 3). LG Chem never manufactured or sold 18650 lithium ion cells for use by individual consumers as standalone, replaceable, rechargeable batteries in electronic cigarette or vaping devices; never did any business with the retailer, Rolling Fog Vapor; and never authorized any other wholesaler, distributor, retailer or re-seller to advertise or sell 18650 lithium ion cells for use by individual consumers as replaceable, rechargeable batteries in e-cigarette devices. (*Id.*, ¶¶ 12, 13, 15, 16.)

RELEVANT PROCEDURAL HISTORY

LG Chem previously moved to dismiss Plaintiff's complaint for insufficient service of process and, in the alternative, for lack of personal jurisdiction. LG Chem's motion was supported by admissible evidence. (**Exhibit A**.) Plaintiff opposed the motion, relying on his allegations, the same inadmissible chart he now offers in opposition to LG Chem's motion, and the same law.

The Honorable J. Cordell Maddox heard LG Chem's Motion on September 19, 2019 and ruled from the bench. In his oral ruling, Judge Maddox denied the motion with respect to the service of process issue, concluding that service through the Hague Convention was not required. With regard to LG Chem's personal jurisdiction defense, Judge Maddox stated: "whether or not they've subjected themselves to jurisdiction . . . factually, there's not enough information to grant or deny at this point." Plaintiff later submitted a written order, which Judge Maddox signed, and then took the position that the written order did not limit discovery to jurisdictional issues.

LG Chem moved for reconsideration, or in the alternative, clarification of Judge Maddox's December 2019 written order. Over Plaintiff's opposition, Judge Maddox granted LG Chem's motion for clarification with regard to the jurisdictional issue, entering a written order on July 20, 2020 that expressly confirmed that the Court's prior ruling was that the Court "needs more

information before ruling on the issue of personal jurisdiction, an issue that should be decided before proceeding with the merits of the case.” (*Id.* at 3.) Judge Maddox then allowed 90 days of jurisdictional discovery regarding “whether the battery at issue in this lawsuit was designed, manufactured, and sold by LG Chem or LGCAI and the extent of LG Chem’s and LGCAI’s jurisdictional contacts with South Carolina.”¹

On July 24, 2020, Plaintiff served written discovery requests on LG Chem, but has pursued no jurisdictional discovery at all from LG Chem America, Inc. The discovery to LG Chem was overbroad and did not comply with the limitations Judge Maddox had imposed, and LG Chem served responses and objections. LG Chem further met and conferred with Plaintiff, and the parties could not reach agreement. LG Chem then filed its Motion for Protective Order on August 21, 2020.² Plaintiff never pursued any depositions or sought documents from third parties by way of subpoena, never sought further responses from LG Chem in this case, and did not file any response or opposition to LG Chem’s Motion for a Protective Order.

Instead, two court days before the hearing scheduled on LG Chem’s renewed motion to dismiss, Plaintiff now states that he “desires to have this motion ruled on without conducting further jurisdictional discovery” and that “this Court has adequate information to rule on LG Chem’s motion.” (Pl.’s Mem. of Law in Opp’n to LG Chem’s Renewed Mot. to Dismiss for Lack of Personal Jurisdiction (hereinafter “Pl.’s Opp’n”), at 1).

¹ LG Chem moved to reconsider this decision on the service issue, which Judge Maddox again denied. LG Chem maintains that service was not proper, but that is an issue preserved for appeal, and is not presently before the Court. Plaintiff has never attempted to cure this defect in service.

² In addition to requesting protection from the overbroad scope of Plaintiff’s requests, LG Chem also requested entry of a Confidentiality Order, the form of which largely tracks the form Confidentiality Order on the South Carolina District Court website. Plaintiff never offered any alternate order and did not file any written opposition.

Plaintiff continues to rely on the same allegations, facts, and arguments which Judge Maddox had already found were insufficient to satisfy the Plaintiff's burden to establish personal jurisdiction over LG Chem. Therefore, under the above stated rule, LG Chem's Motion must now be granted.

ARGUMENT

I. JUDGE MADDOX PREVIOUSLY RULED THAT PLAINTIFF HAD NOT MET HIS BURDEN OF ESTABLISHING A PRIMA FACIE SHOWING OF PERSONAL JURISDICTION.

A. It cannot be disputed that Plaintiff has the burden of establishing a prima facie case of personal jurisdiction.

"The party seeking to invoke personal jurisdiction over a non-resident defendant . . . bears the burden of establishing jurisdiction." *Power Prods. & Servs. Co., Inc. v. Kozma*, 379 S.C. 423, 430, 665 S.E.2d 660, 664 (Ct. App. 2008). At the pretrial stage, the plaintiff meets his burden of proving personal jurisdiction over a nonresident defendant by a prima facie showing of jurisdiction either in the complaint or in affidavits. *See Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005); *Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 150, 723 S.E.2d 835, 839 (Ct. App. 2012).

Judge Maddox previously ruled in his July 20, 2020 Order that Plaintiff had not met his burden though either the allegations of the complaint or the facts submitted. Nothing has changed since Judge Maddox ruled that "the allegations in the Complaint and the parties' submissions do not provide enough information" to determine whether jurisdiction exists. Having informed the Court that he intends to rely on the same information that he previously presented to Judge Maddox, Plaintiff has effectively conceded that LG Chem's motion must be granted, because (1) it is undisputed that Plaintiff bears the burden of proving jurisdiction and (2) Judge Maddox already held that the information Plaintiff now relies on was insufficient.

B. It is improper to ask this court to overturn Judge Maddox's order.

“There is a long-standing rule in this State that one judge of the same court cannot overrule another.” *See Charleston Cnty. Dep't of Soc. Servs. v. Father*, 317 S.C. 283, 288, 454 S.E.2d 307, 310 (1995); *see also Tisdale v. Amer. Life Ins. Co.*, 216 S.C. 10, 56 S.E.2d 580 (1950). Specifically, as the South Carolina Supreme Court has held:

[T]he prior order of one Circuit Judge may not be modified by the subsequent order of another Circuit Judge, except in cases where the right to do so has been reserved to the succeeding Judge, when it is allowed by rule or statute, or when the subsequent order does not substantially affect the ruling or decision represented by the previous order.

Sauner v. Pub. Serv. Auth. of S.C., 354 S.C. 397, 410, 581 S.E.2d 161, 168 (2003) (quoting *Dinkins v. Robbins*, 203 S.C. 199, 202, 26 S.E.2d 689, 690 (1943)).

Earlier in this case, the Honorable J. Cordell Maddox previously ruled, in pertinent part, as follows:

[T]he allegations in the Complaint and the parties' submissions do not provide enough information upon which to base a decision as to whether the battery at issue in this matter was designed, manufactured, and sold by LG Chem or LGCAI or whether the Court has personal jurisdiction over these Defendants. This lack of information still remains an issue that prevents a decision on personal jurisdiction. . . . [T]he Court needs more information before ruling on the issue of personal jurisdiction, an issue that should be decided before proceeding with the merits of the case.

See Exhibit B, 7/20/20 Order Granting Def. LG Chem, Ltd. & LGCAI's Joint Mot. for Clarification & Denying Recons., at 3 (citing *Bridges v. Wyandotte Worsted Co.*, 243 S.C. 1, 9, 132 S.E.2d 18, 22 (1963), *overruled in part on other grounds, Sabb v. S.C. State Univ.*, 350 S.C. 416, 567 S.E.2d 231 (2002); *Hidria, USA, Inc. v. Delo*, 415 S.C. 533, 538–39, 783 S.E.2d 839, 842 (Ct. App. 2016)). The Order allowed 90 days to conduct jurisdictional discovery. (7/20/20 Order, at 2.)

Following the entry of Judge Maddox's Order, the parties engaged in discovery. As set forth in LG Chem's Renewed Motion to Dismiss, LG Chem properly objected to many of Plaintiff's requests because they failed to comply with the Court's explicit limitation regarding the scope of discovery. When the parties were unable to reach an agreement on the scope, LG Chem filed a motion for protective order on August 21, 2020, seeking the court's protection and asking for entry of a confidentiality order.

Now, however, with Plaintiff having presented no additional evidence to support a finding of personal jurisdiction over LG Chem, Plaintiff argues in his opposition that "this Court has adequate information to rule on LG Chem's motion" and asks for the Court to find that it has personal jurisdiction based on the same allegations and the same facts that Judge Maddox found to be insufficient.³ (Pl.'s Opp'n, at 1.) By taking this position, Plaintiff has waived the argument that any discovery is needed and has effectively withdrawn his objection to LG Chem's pending motion for a protective order, and the jurisdictional discovery period has expired.

Because Plaintiff has presented no additional evidence beyond what he presented to Judge Maddox to support a finding of personal jurisdiction over LG Chem, and none of the exceptions to the rule apply,⁴ this Court should grant LG Chem's motion to dismiss based on Plaintiff's failure

³ Plaintiff's jurisdictional arguments and exhibits are virtually identical to those Plaintiff had already presented to Judge Maddox. The only additional exhibits that Plaintiff submits in opposition to LG Chem's renewed motion is a copy of an order from an Alabama court and a Form 4 Order in *Holtzendorff v. Pirate's Cove Vapor Lounge, LLC, et al.*, No. 2019-CP-07-02270) (Aiken County), neither of which has any effect on Plaintiff's failure to meet his burden in this case. Plaintiff also submits a shorter version of the same inadmissible chart he had already previously submitted to Judge Maddox in opposition to LG Chem's first motion.

⁴ None of the exceptions to the rule set forth in *Sauner* apply to Judge Maddox's Order. The right to overrule his July 20, 2020 Order has not been reserved to a succeeding judge; reversal of the prior order is not allowed by rule or statute; and a subsequent order would substantially affect the ruling or decision represented by the previous order if it were to hold that the same facts presented to Judge Maddox do constitute a prima facie showing of jurisdiction.

to meet his prima facie showing of jurisdiction because—as Judge Maddox has previously ruled—Plaintiff has not “provide[d] enough information upon which to base a decision as to whether the battery at issue in this matter was designed, manufactured, and sold by LG Chem or LGCAI or whether the Court has personal jurisdiction over these Defendants.”

C. It is far too late for Plaintiff to seek reconsideration of Judge Maddox’s July 20, 2020 order.

To the extent that Plaintiff may instead seek to characterize his position as seeking reconsideration of Judge Maddox’s order, it is far too late to do so. A party may seek reconsideration of an order under Rule 59(e) to correct factual or legal errors in an order by way of a Motion to Alter or Amend. *See Doe v. Doe*, 324 S.C. 492, 502, 478 S.E.2d 854, 859 (Ct. App. 1996); *see also* James F. Flanagan, South Carolina Civil Procedure 494 (3d ed. 2010) (“A Rule 59(e) motion provides an opportunity for the trial court to correct errors in the findings and perhaps change the result.”). However, under Rule 59(e), the motion must be made not later than ten days after written notice of entry of the order, and under Rule 59(g), a copy of the motion must be furnished to the judge within ten days after filing the motion. That was not done, and it is too late for seeking reconsideration of the July 20, 2020 Order.

Indeed, that Plaintiff is simply asking this Court to reconsider what Judge Maddox decided is made all the more clear by Plaintiff’s reliance on the same facts and the same law. The only “new” submission is a copy of a decision rendered by an Alabama state court judge in June 2019 and a Form 4 Order denying LG Chem’s motion to dismiss in *Holtendorff v. Pirate’s Cove Vapor Lounge, LLC, et al.*, No. 2019-CP-07-02270) (Aiken County). The lone decision from an Alabama state court can hardly be considered support for Plaintiff’s factually unsupportable statement alleging that “LG Chem’s discovery abuses [] have been documented around the country.” That decision represents an aberration in a case where the plaintiff was seeking abusively overbroad

and irrelevant discovery. One example of the overbroad requests the plaintiff served in that case was a request demanding that defendants identify every single corporate officer and director since the formation of the company, which, for LG Chem, was in 1947. In another example, plaintiff demanded that the defendants describe every single aspect of their business since the inception of the company and describe changes over time. So to the extent Plaintiff here suggests that the Cannon order was the result of obfuscatory conduct by LG Chem, the insinuation is simply untrue.

And numerous other courts have protected LG Chem from similar attempts at discovery abuse—*see, e.g.*, Under Advisement Ruling dated September 23, 2020 in *Tague v. Hi-Tec Vapor LLC et al.*, CV 2018-055863 (Super. Ct. of Ariz., Maricopa Cnty.) (attached as **Exhibit C**)—and court after court has found that LG Chem should not have to undertake the burden of even responding to “jurisdictional discovery” when Due Process plainly protects LG Chem from the burden of engaging in any litigation based on similar claims asserted in other states—*see, e.g.*, *Davis v. LG Chem, Ltd.*, No. 1:19-CV-05234-SDG, 2020 WL 5773462, at *1 (N.D. Ga. Sept. 28, 2020); *Fullerton v. LG Chem, Ltd.*, No. No. 1:20-cv-02653-SDG, 2020 WL 5773462 (N.D. Ga. Sept. 28, 2020); *Walsh v. LG Chem Ltd.*, No. 19-17323, 2020 WL 6391100 (9th Cir. Nov. 2, 2020) (affirming dismissal of LG Chem for lack of specific personal jurisdiction in Arizona); *Yamashita v. LG Chem, Ltd.*, Case No. 20-CV-00129, 2020 WL 4431666 (D. Haw. July 31, 2020), *appeal docketed*, No. 20-17512 (9th Cir. Dec. 30, 2020); *Reyes v. Freedom Smokes, Inc.*, Case No. 5:19-CV-2695, 2020 WL 1677480 (N.D. Ohio Apr. 6, 2020); *Death v. Mabry*, Case No. C18-5444 RBL, 2018 WL 6571148 (W.D. Wash. Dec. 13, 2018); *Eriksen v. ECX, LLC, et al.*, No. 79473-I, 2020 WL 6395534 (Wash. Ct. App. Nov. 2, 2020) (affirming dismissal of LG Chem and order denying jurisdictional discovery); **Exhibit E**, Order entered April 20, 2020, *Miller v. LG Chem*,

Ltd., et al., Case No. 19 CVS 1721 (North Carolina Superior Ct., Durham County) (April 20, 2020).

II. JUDGE MADDOX WAS CORRECT WHEN CONCLUDING THAT PLAINTIFF'S ALLEGATIONS AND "CHART" WERE NOT SUFFICIENT TO SUPPORT A FINDING OF JURISDICTION.

A. This Court does not have general jurisdiction over LG Chem.

Plaintiff appears to concede, as he must, that this Court does not have general jurisdiction over LG Chem. In *Daimler AG v. Bauman*, 571 U.S. 117, 127 (2014), the United States Supreme Court explained that a foreign corporation is "essentially at home" in two forums: (1) where it is formally incorporated and (2) where its principal place of business is located. *Id.* at 139. Only in an "exceptional case" can a court exercise general jurisdiction in a forum that is not "the corporation's place of incorporation [or] its principal place of business." *BNSF Ry. Co. v. Tyrrell*, 137 S. Ct. 1549, 1558 (2017). It is undisputed that LG Chem is a Korean company with its headquarters in Seoul, South Korea, and it is not "at home" in South Carolina.

B. This Court cannot exercise specific jurisdiction over LG Chem consistent with due process.

Under South Carolina law, "[t]he determination of whether the requirements of due process are satisfied involves a two-prong analysis: (1) the 'power' prong, in which minimum contacts provide courts the 'power' to adjudicate the action; and (2) the 'fairness' prong, which requires the exercise of jurisdiction to be 'reasonable' or 'fair.'" *See Southern Plastics Co. v. S. Commerce Bank*, 310 S.C. 256, 260, 423 S.E.2d 128, 131 (1992).

To meet the power prong, the suit must arise out of or relate to the defendant's contacts with the forum. *See Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491–94, 611 S.E.2d 505, 509–10 (2005); *see also Bristol-Myers Squibb Co. v. Superior Court*, 137 S. Ct. 1773, 1780 (2017).

Specifically, the court must “find that the defendant directed its activities to a resident of this State and that the cause of action arises out of or relates to those activities.” *Southern Plastics*, 310 S.C. at 260, 423 S.E.2d at 131 (emphasis added).

1. As Judge Maddox found, the allegations in Plaintiff’s complaint were not sufficient to meet his burden of proving a prima facie case of personal jurisdiction.

Under South Carolina law, a plaintiff must allege specific facts, not just conclusory allegations, to establish the contacts necessary to invoke either general or specific jurisdiction. *See Power Prods. & Servs. Co., Inc. v. Kozma*, 379 S.C. 423, 433, 434, 436, 665 S.E.2d 660, 665–67 (Ct. App. 2008).

Plaintiff’s Complaint does not set forth specific facts. To the contrary, Plaintiff’s jurisdictional allegations are set forth in conclusory fashion, devoid of specific supporting facts, and states that LG Chem is “engaged in the business of . . . manufacturing, designing, testing, marketing, certifying, supplying, selling, importing, and distributing lithium ion rechargeable batteries” (Compl. ¶ 3) and that LG Chem “ha[s] continuing contacts with South Carolina by transacting substantial business in the state and manufacturing, distributing, and/or selling goods with the reasonable expectation that they will be used in this state and which are in fact used in this state.” (*Id.* ¶ 7.)

Further, even if these conclusory allegations were true, they would still be insufficient to establish specific personal jurisdiction in this case, because Plaintiff does not allege any nexus between his claims and any action allegedly directed by LG Chem to South Carolina specifically, as required by constitutional due process. Therefore, the complaint itself is insufficient to meet Plaintiff’s prima facie burden. *See Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 151, 723 S.E.2d 835, 839 (Ct. App. 2012) (affirming trial court’s granting of Rule 12(b)(2) motion for plaintiff’s failure to allege any facts to show that defendants had regular transactions of business

or solicitation, engaged in a persistent course of conduct, derived substantial revenue, or consumed goods or services rendered in South Carolina); *Sonoco Prods. Co. v. ACE INA Ins.*, 877 F. Supp. 2d 398, 407 (D.S.C. 2012) (dismissing case against a Canadian insurance company for lack of jurisdiction when plaintiffs “offer nothing more than a conclusory statement to show that ACE INA solicited business in South Carolina.”); *see also Gault v. Thacher*, 367 F. Supp. 3d 469, 474 (D.S.C. 2018).

Here, the allegations in Plaintiff’s complaint are pleaded in the same conclusory fashion that the *Sullivan* and *Sonoco* court found to be insufficient to meet a prima facie showing of personal jurisdiction. These legal conclusions cannot meet the fact-pleading standard required by South Carolina courts.

2. Nothing in the record shows that Plaintiff’s claims arose out of any activities LG Chem directed to South Carolina, as required by binding United States Supreme Court and South Carolina precedent.

Presumably realizing that his complaint did not meet the requirements of meeting his jurisdictional burden through allegations in the complaint, Plaintiff has attempted to reintroduce facts from his opposition to the original motion to dismiss by way of exhibits attached to his Opposition. Other than orders from different cases—none of which are evidence to show that Plaintiff’s claims in this case arose out of LG Chem’s alleged contacts with South Carolina—Plaintiff’s only facts outside of his insufficiently pleaded complaint to meet his prima facie burden is a chart (attached to his opposition as Exhibit 2) purporting to show imports and exports through the Port of Charleston. That exhibit, however, is inadmissible for purposes of this motion because it is inadmissible hearsay and lacks authentication and an adequate foundation. *See Yarborough*

& Co. v. Schoolfield Furniture Indus., Inc., 275 S.C. 151, 153, 268 S.E.2d 42, 43 (1980); S.C. R. Evid. 901, Note (citing *State v. Jeffcoat*, 279 S.C. 167, 303 S.E.2d 855 (1983)).

Moreover, even if admissible, the shipping records and other documents Plaintiff submitted in opposition to LG Chem's renewed motion to dismiss (and previously submitted to Judge Maddox) do not support the conclusion that his claims arose from contacts formed by LG Chem with South Carolina and were therefore insufficient to satisfy Plaintiff's burden. Instead, the proffered import data, even if it were accurate and admissible, at best illustrates that raw chemicals were shipped to the port and that batteries were shipped to car and automotive component manufacturers such as Volvo and other automotive component manufacturers. Plaintiff does not argue that his claims had anything to do with raw chemicals or any automotive components.

On the other hand, LG Chem introduced admissible evidence through the sworn affidavit of Sung Han Ryu confirming that it has never sold or authorized anyone else to sell LG 18650 battery cells to consumers for use as standalone, removeable batteries with e-cigarette devices (or for any other purpose) and has never done any business with the South Carolina retailer that sold the subject battery to the Plaintiff or other entities allegedly in the chain of distribution supplying lithium ion cells into a consumer market for standalone batteries. **(Exhibit A)** Regardless of whether raw chemicals, automotive batteries, or even LG 18650 battery cells were shipped to South Carolina, Plaintiff has still failed to make any connection between those alleged shipments and his claims against LG Chem when the subject battery was brought to South Carolina and sold in a South Carolina retail store as the result of the unilateral actions of third parties.

In sum, it would be error to deny LG Chem's motion to dismiss when: Plaintiff has not submitted any affidavits to contradict LG Chem's affidavit; Plaintiff has not submitted any admissible evidence supports any finding of the required connection between LG Chem, South

Carolina, and the claims at issue; and Plaintiff has waived any right to engage in further jurisdictional discovery.

3. Plaintiff's allegations of stream of commerce and nationwide contacts cannot support the exercise of jurisdiction here.

The South Carolina Supreme Court addressed the “stream of commerce” theory of jurisdiction most recently in *State v. NV Sumatra Tobacco Trading, Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008). There, the Supreme Court held that a foreign tobacco manufacturer was subject to personal jurisdiction in South Carolina based on its analysis that the foreign defendant purposefully availed itself of the privilege of doing business in each of the fifty U.S. States, including South Carolina.

Sumatra does not support the exercise of jurisdiction over LG Chem in South Carolina based on Plaintiff's claims, for two reasons. First, the decision has not been reviewed since the United States Supreme Court's clarifying pronouncements in *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. 873 (2011) and *Bristol-Myers Squibb Co. v. Superior Court*, 137 S. Ct. 1773, 1781 (2017). To the extent the Court may interpret *Sumatra* to allow the exercise of personal jurisdiction based solely on allegations that a defendant placed a product into the stream of commerce with knowledge or awareness or expectation it might make its way to South Carolina, that reading would be inconsistent with the United States Supreme Court's decisions.

Since *Sumatra* was decided in 2008, the United States Supreme Court has spoken several times on issues of personal jurisdiction. See *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915 (2011); *BNSF Railway Co. v. Tyrrell*, 137 S. Ct. 1549 (2017); *Walden v. Fiore*, 571 U.S. 277 (2014); *Daimler AG v. Bauman*, 571 U.S. 117 (2014). Taken together, these cases reinforce the two principles that must guide this Court's decision: (1) a non-resident defendant cannot be subject to personal jurisdiction in a state based on the unilateral actions of third parties;

and (2) the exercise of specific jurisdiction requires a plaintiff to establish that his claims are sufficiently related to minimum contacts formed by the defendant with the forum state to satisfy due process.

Further, the U.S. Supreme Court rejected “nationwide” stream of commerce jurisdiction in *J. McIntyre*, decided three years after *Sumatra*. Not only did *J. McIntyre* make clear in 2011 that mere awareness that a product might be sold in all fifty states was not sufficient to support the exercise of jurisdiction, the Supreme Court in 2017 again spoke, reiterating that specific jurisdiction requires “a connection between the defendant's contacts with the forum and the specific claims at issue.” *Bristol-Myers*; see also *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 414 (1984).

Also, specific to LG Chem, in *Eriksen v. ECX, LLC, et al.*, No. 79473-I, 2020 WL 6395534 (Wash. Ct. App. Nov. 2, 2020), for example, the Court of Appeals of Washington affirmed a trial court’s order dismissing LG Chem from a case involving similar claims about a re-wrapped and re-branded lithium ion battery cell for lack of personal jurisdiction. Washington follows Justice Breyer’s view of “stream of commerce” jurisdiction. See *State v. LG Elecs., Inc.*, 186 Wash. 2d 169, 181, 375 P.3d 1035, 1042 (2016).

Regardless of whether *Sumatra* can withstand constitutional scrutiny after these decisions, it is distinguishable because in this case, the subject product arrived in South Carolina through the unilateral actions of third parties, not as the result of any action of LG Chem directed to South Carolina. The “stream of commerce” metaphor, even if applied broadly, is not a substitute for establishing the constitutionally required connection among the non-resident defendant, the forum, and the plaintiff’s claims. The South Carolina Supreme Court itself in *Sumatra* recognized that “[t]he question of personal jurisdiction over a nonresident defendant is one which must be resolved

upon the facts of each particular case,” 379 S.C. at 88, 666 S.E.2d at 221 (emphasis added) (citing *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 611 S.E.2d 505 (2005)).

The facts of the case before this Court are more similar to *Cockrell*, in which the South Carolina Supreme Court held that our state courts had no specific personal jurisdiction over a Massachusetts baseball center and its director, which had certified aluminum baseball bats that caused injury in South Carolina. The court found that the bats did not arrive in South Carolina through the non-resident defendants’ efforts, but instead through the unilateral efforts of third parties. *Id.* at 492, 611 S.E.2d at 508–09; *see also Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 417 (1984). Here, similar to *Cockrell*, the 18650 battery arrived in South Carolina as the result of the unilateral actions of third parties and not as the result of any conduct by LG Chem directed to South Carolina. (*See Ryu Aff.*, ¶¶ 13–16.)

In another recent case involving similar constitutional principles, the South Carolina federal district court addressed the issue of whether the court had specific jurisdiction over a German car manufacturer in a products liability action. In *Alexander v. Bayerische Motoren Werke AG*, No. 7:18-CV-03065-DCC, 2020 WL 2098108, at *7 (D.S.C. May 1, 2020), the manufacturer BMW showed that the plaintiff’s vehicle was not manufactured or marketed by BMW in South Carolina. Therefore, BMW contended that the plaintiff was unable to establish that her claims arose out of any contact between BMW and this state. *Id.* In response, the plaintiff contended that the lawsuit arose out of the manufacturer’s decision to build a manufacturing plant, open dealerships, and sell cars in South Carolina, which put the defendant on notice that it could be haled into court for products liability claims for defects in any of its models. *Id.* The court disagreed, finding that the product was manufactured in Germany and then sold to its American subsidiary for distribution and that the manufacturer did not control the distribution. *Id.* The court

held that “Plaintiff must show that Defendant BMW AG did ‘something more’ than place Plaintiff’s vehicle in a stream of commerce which might bring the vehicle into South Carolina for the Court to have specific personal jurisdiction.” *Id.* (citing *Asahi Metal Indus. Co., Ltd. v. Superior Court of Cal., Solano Cty.*, 480 U.S. 102, 111 (1987)). As in the case before this Court, the *Alexander* plaintiff failed to articulate what affirmative step the German defendant allegedly took to purposefully direct any activity toward South Carolina.

The uncontroverted evidence in this case shows that the subject battery arrived in South Carolina through the unilateral actions of third parties, not as a result of any action that LG Chem directed to South Carolina. (*See Ryu Aff.*, ¶¶ 14–16.)⁵ Here, the subject battery came to South Carolina through unrelated third parties that were not authorized by LG Chem.

4. Plaintiff has offered no other authorities that support a finding that due process is satisfied, and courts around the country recognize that due process cannot support the exercise of jurisdiction over LG Chem based on the record before this Court.

Plaintiff asks this Court to reverse the ruling entered by a prior judge in this very case, to follow instead circuit judges in two other South Carolina cases, *Moore v. Planet Vapor Inc., et al.*, No. 2018-CP-02884 (Florence County) and *Holtzendorff v. Pirate’s Cove Vapor Lounge, LLC, et al.*, No. 2019-CP-07-02270 (Aiken County). (*See Pl.’s Opp’n*, at 7 & exs. 3, 4.) However, LG Chem respectfully submits that these decisions are inconsistent with the above-cited controlling authorities, and Plaintiff offers no authority that would allow this court to reverse Judge Maddox’s decision in favor of these decisions rendered by other circuit court judges in other cases,

⁵ This important fact distinguishes *Sumatra* from the case before this Court, and *Sumatra* itself recognized that “[t]he question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case,” 379 S.C. at 88, 666 S.E.2d at 221 (citing *Cockrell*). *Cockrell* found jurisdiction lacking because the product arrived in South Carolina through the unilateral acts of third parties. *Id.* at 492, 611 S.E.2d at 508–09 (“[T]he focus must center on the contacts generated by the defendant, and not on the unilateral actions of some other entity.”); *see also Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 417 (1984).

particularly when Plaintiff had already offered the *Ranee Moore* decision to Judge Maddox before the September 2019 hearing.

Plaintiff also asks this Court to follow a circuit judge in a different South Carolina case that did not involve LG Chem and, despite Plaintiff's claim to the contrary, was based on significantly different facts. In *Estate of Sheppard v. Mercedes-Benz USA, LLC, et al.* (2010-CP-38-1558), it was undisputed that the foreign defendant designed and manufactured the subject vehicle in Germany with the specific intent that it be sold and driven within the U.S., including South Carolina, through the sale by the foreign defendant's wholly owned U.S. subsidiary that acted as the exclusive distributor of the subject vehicle throughout this country. By contrast, here there is no evidence that LG Chem undertook any effort to serve a consumer market for replaceable, rechargeable e-cigarette batteries in South Carolina, or anywhere in the United States. On the contrary, the uncontroverted evidence in this case reflects that the subject battery came to South Carolina through the unilateral actions of unrelated and unauthorized third parties.

Plaintiff's reliance on other cases from other jurisdictions are similarly unavailing. (*See* Pl.'s Opp'n at 6–8.) These cases from other jurisdictions were decided decades ago, long before the United States Supreme Court's recent decisions clarifying the issues of personal jurisdiction in *J. McIntyre* (2011), *Walden* (2014), and *Bristol-Myers* (2017), which have reiterated the "arising out of" requirement and confirmed that unilateral actions of third parties cannot establish jurisdiction over a nonresident defendant.

By contrast, Plaintiff does not inform the Court of the numerous state and federal courts in other jurisdictions have applied the same bedrock principles of constitutional due process cited in this brief to find that jurisdiction is lacking over LG Chem, Ltd. in cases involving similar claims to those at issue here. In *State ex rel. LG Chem, Ltd. v. McLaughlin*, No. SC 97991, 2020 WL

2845764 (Mo. banc June 2, 2020), for example, the Supreme Court of Missouri recognized that due process does not allow the exercise of jurisdiction where a product arrives in the forum state as the result of the unilateral actions of third parties, and not by any action the defendant directed to the forum state. *See also* cases cited on page 9 above and *Schexnider v. E-Cig Cent., LLC*, No. 06-20-00003-CV, 2020 WL 6929872, at *1 (Tex. App. Nov. 25, 2020), *reh'g denied* (Dec. 15, 2020) (affirming trial court's dismissal of LG Chem); **Exhibit D**, Opinion and Order dated September 8, 2020 in *Jesse C. Cribb v. Wheelhouse Vapes et al.*, No. MID-L-0391-18 (Super. Ct. of N.J., Law Div., Middlesex Cnty.) (dismissing LG Chem for lack of personal jurisdiction in New Jersey);

C. As Plaintiff has failed to satisfy the power prong, the fairness prong need not be considered.

The Court need not reach the fairness prong because Plaintiff did not meet the power prong. Further, even if the Court did consider the fairness prong, the exercise of specific jurisdiction over LG Chem is neither constitutionally reasonable nor fair, and Plaintiff has not addressed any of the factors for making that determination. *See S. Plastics Co. v. S. Commerce Bank*, 310 S.C. at 263, 423 S.E.2d at 132 (setting forth the factors such as “the burden on the defendant[;] . . . the forum state's interest in adjudicating the dispute; the plaintiff's interest in obtaining convenient and effective relief; the interstate judicial system's interest in obtaining the most efficient solution to controversies; and the shared interest of the several states in furthering fundamental substantive social policies”); *Grayson Consulting, Inc. v. Cathcart*, Nos. 2:07-cv-00593, 2013 WL 5755400, at *3 (D.S.C. Oct. 23, 2013) (“The weaker the contacts . . . the less likely it is that jurisdiction is reasonable.”). [T]he “primary concern” is “the burden on the defendant.” *Bristol-Myers*, 137 S. Ct. at 1780. Consideration of these factors affirms that it would be unfair and unreasonable to subject LG Chem to personal jurisdiction in South Carolina when LG Chem has no contacts with

South Carolina related to the claims at issue. Accordingly, even if the power prong were satisfied, the exercise of specific jurisdiction over LG Chem would not comport with fundamental fairness.

WHEREFORE, for the foregoing reasons, LG Chem respectfully requests that the Court enter an Order dismissing LG Chem from this action for lack of personal jurisdiction and such other and further relief the Court deems just and proper.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: /s/ Rachel Hedley

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Attorneys for Defendant LG Chem, Ltd.

Columbia, SC
February 1, 2021

EXHIBIT A



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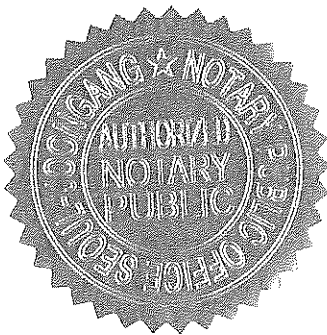
서울중앙 공증인 합동사무소

(전화) 02-3178-8200
(팩스) 02-3178-5511

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Registered No. 2019 - 847

NOTARIAL CERTIFICATE



NOTARY PUBLIC OFFICE
SEOUL-JOONGANG

floor 14 Sinsong Bldg

67, yeouinaru-ro, yeongdeungpo-gu, Seoul, Korea

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF UNION	)	SIXTEENTH JUDICIAL CIRCUIT
DWAYNE THOMPSON,	)	Civil Action No. 2019-CP-44-00054
	)	
Plaintiff,	)	
	)	
vs.	)	<u>AFFIDAVIT OF SUNG HAN RYU</u>
	)	
ROLLING FOG VAPOR COMPANY,	)	
LLC, LG CHEM, LTD., and LG CHEM	)	
AMERICA, INC.,	)	
	)	
Defendants.	)	
	)	



Personally appeared before me, Sung Han Ryu, who first being duly sworn, deposes and says:

1. I am over the age of eighteen and am competent to testify to the matters contained in this affidavit.
2. I am a Team Leader and authorized representative for Defendant LG Chem, Ltd. ("LG Chem"). I have personal knowledge of the facts described in this affidavit. If called upon as a witness, I could and would testify competently under oath as to all such facts based upon my personal knowledge and my review of the business records of LG Chem.
3. This affidavit is submitted in support of Defendant LG Chem's Motion to Dismiss and Quash Service of Process, and I have been authorized by LG Chem to execute this affidavit for this purpose.
4. LG Chem is a Korean company with its headquarters and principal offices in Seoul, South Korea.
5. LG Chem has never had an office in South Carolina.
6. LG Chem has never been registered to do business in the State of South Carolina, and has never sought qualifications to do business in South Carolina, or registered as a corporation with the South Carolina Secretary of State.
7. LG Chem has never owned or leased any real property in South Carolina.

8. LG Chem has never had a registered agent for the service of process in South Carolina.

9. LG Chem has never had a telephone number, post office box, mailing address, or bank account in South Carolina.

10. LG Chem has never paid income or property taxes in South Carolina.

11. LG Chem has no employees that reside or work in South Carolina.

12. LG Chem manufactures 18650 lithium-ion power cells for use in specific applications by sophisticated companies.

13. LG Chem does not design, manufacture, distribute, advertise, or sell 18650 lithium-ion power cells for use by individual consumers as replaceable, rechargeable batteries in electronic cigarette devices.

14. The type of battery identified in the complaint in this case is described as an "LG Brown Hg2 INR 18650 3000mAh." If the subject battery identified in Plaintiff's complaint was, in fact, an LG brand 18650 lithium-ion cell, the 18650 lithium-ion cell was not designed or manufactured in South Carolina.

15. Plaintiff alleges that he purchased the subject e-cigarette equipment and battery from Defendant Rolling Fog Vapor Company, LLC ("Rolling Fog"), which Plaintiff alleges is a "domestic limited liability company with its principal place of business in Spartanburg County, South Carolina." Compl., ¶¶ 2, 9. LG Chem has no relationship with Rolling Fog. LG Chem does not direct or control the actions of Rolling Fog. LG Chem has never authorized Rolling Fog to advertise, distribute, or sell LG 18650 lithium-ion power cells for use by individual consumers as replaceable, rechargeable batteries in e-cigarette devices.

16. LG Chem has never authorized any distributor, wholesaler, retailer or re-seller to advertise, distribute or sell LG 18650 lithium-ion power cells for use by individual consumers as replaceable, rechargeable batteries in e-cigarette devices.



I, Sung Han Ryu, hereby declare under penalty of perjury that the foregoing statements made by me are true and correct. I am aware that if any foregoing statements made by me are willfully false, I am subject to punishment.

Executed this 24th day of April, 2019.

Ryu, Sung Han
Sung Han Ryu

SWORN to and subscribed before me

this 24th day of April, 2019.

_____(L.S.)

Notary Public for SEOUL JOONGANG

NOTARY PUBLIC OFFICE

S.K. CHUNG

My Commission Expires: 2024. 2



서울 영등포구 여의나루로 67
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등부 2019 년 제 847호

Registered No. 2019-847

인 증

NOTARIAL CERTIFICATE

SUNG HAN RYU-----

위 선서진술서-----

에 기재된 유 성 한-----

은 본 공증인의 면전에서 위 사서증서에
자기가 서명 - 한 것임을 자인하였다.

personally appeared before me and
admitted his(her) subscription to the
attached AFFIDAVIT OF SUNG HAN RYU.

2019년 04월 24일

이 사무소에서 위 인증한다.

This is hereby attested on this
24th day of Apr. 2019 at this office.



서울중앙 공증인 합동사무소

NOTARY PUBLIC OFFICE
SEOUL-JOONGANG

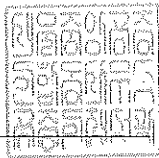
서울남부지방검찰청 소 속

Seoul Southern
District Prosecutor's Office

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공증인



정 성 광

본 사무소는 인가번호 제158호에 의거하여
2014년 01월 20일 법무부 장관으로부터
공증인 업무를 행할 것을 인가 받았다.

S. K. Chung

Signature of the Notary Public

Sung Kwang Chung

This office has been authorized by the
Minister of Justice, the Republic of
Korea, to act as Notary Public Since
20, Jan. 2014 Under Law No.158.

EXHIBIT B

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF UNION	)	SIXTEENTH JUDICIAL CIRCUIT
	)	
DWAYNE THOMPSON,	)	Civil Action No. 2019-CP-44-00054
	)	
Plaintiff,	)	
	)	
vs.	)	<u>ORDER GRANTING DEFENDANT</u>
	)	<u>LG CHEM, LTD. AND LG CHEM</u>
ROLLING FOG VAPOR COMPANY, LLC,	)	<u>AMERICA, INC.'S JOINT MOTION</u>
LG CHEM, LTD., and LG CHEM	)	<u>FOR CLARIFICATION AND</u>
AMERICA, INC.,	)	<u>DENYING RECONSIDERATION</u>
	)	
Defendants.	)	

This matter is before the Court on Defendants LG Chem, Ltd. (“LG Chem”) and LG Chem America, Inc.’s (“LGCAI”) Joint Motion for Clarification or, Alternatively, Reconsideration. After considering all submissions and arguments of counsel, and for the reasons stated below, the Court (1) grants LG Chem and LGCAI’s Joint Motion for Clarification to clarify that only limited discovery is permitted at this time, limited to the threshold issues of whether LG Chem or LGCAI designed, manufactured, or sold the subject battery and the extent of LG Chem’s and LGCAI’s jurisdictional contacts with South Carolina, and (2) denies the Motion for Reconsideration of the Court’s December 12, 2019 and December 23, 2019 Orders.

FACTS

In this products liability action, Plaintiff seeks recovery for injuries allegedly sustained when a lithium-ion battery cell exploded in his pocket. (Compl. ¶¶ 11–12.) Plaintiff alleges he purchased the battery cell, an “LG Brown Hg2 INR 18650 3000mAh” model cell allegedly manufactured by LG Chem, from Defendant Rolling Fog Vapor Company, LLC (“Rolling Fog”), a South Carolina retailer of e-cigarettes and accessories. (*Id.* ¶¶ 2, 9.) Plaintiff filed this action on

March 4, 2019, asserting claims of negligence, strict liability, and breach of warranty against LG Chem, LGCAI, and Rolling Fog.

On April 24, 2019, LG Chem filed a Motion to Dismiss and Quash Service of Process, and LGCAI filed a separate Motion to Dismiss. Defendants and Plaintiff filed memoranda in support of and opposing the motions on September 18, 2019. The parties appeared for a hearing on September 23, 2019, and the Court gave its oral ruling and thereafter entered written orders denying LG Chem's and LGCAI's motions on December 6 and December 21, 2019 respectively (hereinafter referred to as the "written orders").

Following entry of the written orders, LG Chem and LGCAI filed this Motion for Clarification or, Alternatively, Reconsideration on December 16, 2019. The Motion has been fully briefed by both parties, and all submissions have been considered by the Court.

LEGAL STANDARD

Under Rule 54(b) of the South Carolina Rules of Civil Procedure, this Court has the authority to clarify, or reconsider, its written orders denying LG Chem's Motion to Quash and denying both LG Chem's and LGCAI's motions to dismiss for lack of personal jurisdiction. Under Rule 54(b), "any order . . . which adjudicates fewer than all the claims or the rights and liabilities of fewer than all the parties . . . is subject to revision at any time before the entry of judgment adjudicating all the claims and the rights and liabilities of all the parties." *See Broom, Jr. v. Andrews*, 2017 WL 10701535, at *2 (S.C. Ct. Com. Pls. Nov. 2, 2007) ("Rule 54(b) . . . instructs that unless the Court expressly directs the entry of judgment, any intermediate order is subject to revision, at any time, until a final judgment is issued."). Courts may also clarify their prior orders under Rule 54(b). *See, e.g., Carpenter v. Measter*, 2010 WL 4219701 (S.C. Ct. Com. Pls. Feb. 23,

2010) (issuing a revised order under Rule 54(b) clarifying its previous order granting partial summary judgment).

ANALYSIS

A. Motion for Reconsideration

Having carefully considered the arguments and submissions by LG Chem, LGCAI, and Plaintiff supporting and opposing LG Chem and LGCAI's Joint Motion for Reconsideration, the Court denies the motion to the extent it seeks reconsideration. As set forth in the Court's oral rulings at the September 23, 2019 hearing, the allegations in the Complaint and the parties' submissions do not provide enough information upon which to base a decision as to whether the battery at issue in this matter was designed, manufactured, and sold by LG Chem or LGCAI or whether the Court has personal jurisdiction over these Defendants. This lack of information still remains an issue that prevents a decision on personal jurisdiction. Therefore, Defendants' Motion for Reconsideration of the motions to dismiss for lack of personal jurisdiction is denied.

B. Motion for Clarification

Defendants requested clarification of the written orders, which did not directly address whether the issue of jurisdiction should be decided before proceeding with the merits of the case, including the parties engaging in any merits-related discovery. As stated above, the Court needs more information before ruling on the issue of personal jurisdiction, an issue that should be decided before proceeding with the merits of the case. *See Bridges v. Wyandotte Worsted Co.*, 243 S.C. 1, 9, 132 S.E.2d 18, 22 (1963) ("The decision of the question of whether the court has jurisdiction is a preliminary one to the determination of the merits of the cause"), *overruled in part on other grounds, Sabb v. S.C. State Univ.*, 350 S.C. 416, 567 S.E.2d 231 (2002); *Hidria, USA, Inc. v. Delo*, 415 S.C. 533, 538–39, 783 S.E.2d 839, 842 (Ct. App. 2016) (explaining the trial court's decision

to “permit[] the parties to conduct discovery on the jurisdictional issues raised in [the defendant’s] motion to dismiss” and to hold “its ruling on the motion to dismiss in abeyance pending completion of the jurisdictional discovery”). Discovery must first determine whether the battery at issue in this lawsuit was designed, manufactured, and sold by LG Chem or LGCAI and the extent of LG Chem’s and LGCAI’s jurisdictional contacts with South Carolina. Therefore, the written orders are clarified to hold that the parties may conduct discovery for a period of 90 days following entry of this Order limited to these issues.

CONCLUSION

For the foregoing reasons, the Court allows the parties 90 days from the date of entry of this Order to conduct discovery limited to the specific issues of whether LG Chem or LGCAI designed, manufactured, or sold the subject battery and the extent of LG Chem’s and LGCAI’s jurisdictional contacts with South Carolina. After the close of jurisdictional discovery, LG Chem and LGCAI may refile motions to dismiss. LG Chem and LGCAI shall have no obligation to file a responsive pleading until 15 days after the jurisdictional discovery period ends.

IT IS SO ORDERED.

J. Cordell Maddox, Jr.
Judge, Sixteenth Judicial Circuit

Union, South Carolina

_____, 2020



Union Common Pleas

Case Caption: Dwayne Thompson VS Lg Chem, Ltd. , defendant, et al

Case Number: 2019CP4400054

Type: Order/Other

So Ordered

s/ J. Cordell Maddox Jr.

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EXHIBIT C

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2018-055863

09/14/2020

HONORABLE THEODORE CAMPAGNOLO

CLERK OF THE COURT

G. Chavez

Deputy

CHRISTOPHER TAGUE, et al.

RICHARD P TRAULSEN

v.

HI-TEC VAPOR L L C, et al.

HI-TEC VAPOR L L C
ATTN NICK HETZEL
2348 W NORTHERN AVE
PHOENIX AZ 85021

RACHEL ATKIN HEDLEY
KENNETH WAYNE PEARSON
JACK PEMBERTON
ADAM J. KRESS
JUDGE CAMPAGNOLO

UNDER ADVISEMENT RULING

An Oral Arguments Hearing was held on August 19, 2020 in regard to Defendant LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction. The matter was taken under advisement at the conclusion of the Oral Arguments Hearing.

The Court has reviewed and considered Defendant LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction; Plaintiffs' Response thereto; Defendant's Reply; Plaintiffs' Supplemental Response to Defendant's Motion to Dismiss and Motion for Leave to Amend Complaint, filed on May 8, 2020; Defendant's Reply Brief in Further Support of Its Motion to Dismiss, and Opposition to Plaintiffs' Untimely Request for Leave to Amend, filed on May 27, 2020; Plaintiffs' Notice of Filing Supplemental Authorities; the Complaint; the First Amended Complaint; the proposed Third Amended Complaint (which is actually the proposed Second

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2018-055863

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Amended Complaint); the affidavits and exhibits attached to the foregoing pleadings; all other relevant filings; the oral arguments; and the applicable law.

Plaintiffs contended that the First Amended Complaint (which they mistakenly called the Second Amended Complaint) states sufficient grounds to exercise personal jurisdiction over Defendant LG Chem, Ltd. (LG Chem) under the theory of specific jurisdiction. LG Chem contended that Plaintiffs failed to provide a sufficient basis to allow this Court to exercise personal jurisdiction over LG Chem. Plaintiffs conceded that this Court has no general jurisdiction over LG Chem.

Factual Background

Plaintiff Christopher Tague purchased a battery cell from Defendant Hi-Tec Vapor, LLC (Hi-Tec), whose retail store was in Avondale, Arizona. The summary judgment evidence is unclear as to when he purchased the battery cell. Mr. Tague carried the battery cell in his pocket, which he used to power his electronic cigarette device. On September 18, 2016, the battery burst into flames, causing Mr. Tague to suffer burn injuries.

The battery cell was initially manufactured by LG Chem as an LG 18650 lithium-ion battery cell. The lithium-ion battery cell will sometimes be referred to as a “battery cell” or “battery.” Plaintiffs’ pleadings referred to the battery cell that Mr. Tague purchased from Hi-Tec as an “LG HG2 IMR.” There is no dispute that Mr. Tague purchased the battery from Hi-Tec, and that his injuries occurred in Arizona. The parties agreed that the relevant time period for the jurisdictional issue was from 2014 to 2016.

The battery cell was specifically renamed, and sold to Mr. Tague as an “IMR” product. LG Chem does not refer to its battery cells with the initials “IMR.” Plaintiffs alleged that after Mr. Tague purchased the battery cell, but before it exploded, Hi-Tec had “rewrapped or otherwise altered, maintained, or serviced the subject battery.” First Amended Complaint at ¶28. There was no evidence that LG Chem had any involvement in such “rewrapping,” or in any modification of its 18650 lithium-ion battery cell.

The evidence showed the following: Hi-Tec purchased 600 “LG HG2 18650” battery cells on or about October 28, 2015 from Shenzhen Honghaosheng Electronics Co., Ltd. (Shenzhen), which was located in Shenzhen, Guangdong, China. (Exhibit A to Defendant’s Reply Brief in Further Support of Its Motion to Dismiss). Hi-Tec purchased 100 “LG HG2 Brown 18650” battery cells on February 15, 2016 from VypeVapor, which was located in Tempe, Arizona. (Exhibit A to Defendant’s Reply Brief; Exhibit B to Declaration of Adam J. Kress in Support of Plaintiffs’ Supplemental Response). Hi-Tec purchased 1200 “LG hg2” battery cells on or about February 6, 2016 from Shenzhen IMR Technology Co., Ltd. (Shenzhen

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MARICOPA COUNTY

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IMR), which was located in Shenzhen, Guangdong, China. (Exhibit A to Defendant's Reply Brief). Hi-Tec purchased 1200 "LG hg2" battery cells on or about July 27, 2016 from Shenzhen IMR. (Exhibit A to Defendant's Reply Brief).

No evidence was presented that Shenzhen, VypeVapor, or Shenzhen IMR had any type of relationship with LG Chem. The evidence showed that none of these companies was LG Chem's distributor, subsidiary, packer, customer or seller of the 18650 lithium-ion battery cells. No evidence was presented that any of these three companies obtained the battery cells from LG Chem, or from LG Chem's actual distributors, packers, or customers. There was no evidence that LG Chem ever authorized these companies to sell LG Chem's products.

The evidence showed that LG Chem does not sell its batteries to retail consumers. Rather, the battery cells are sold to companies that incorporate them into a finished product, which may ultimately be sold to consumers. None of the battery cells sold by LG Chem to its customers is incorporated into electronic cigarettes.

Exhibit 1 to Plaintiffs' Response to the Motion to Dismiss, filed on March 11, 2019, which is a screenshot of LG Chem's website, highlights this fact. LG Chem's website states that its battery cells are intended for use in laptops, power tools, electric bicycles, smartphones, tablets, and digital cameras. None of the intended uses includes electronic cigarettes or power cells for electronic cigarettes. Exhibit 2 to Plaintiffs' Response to the Motion to Dismiss emphasizes this in LG Chem's warning to consumers that may attempt to use the battery as a stand-alone product, which states:

LG Chem's Li-Ion Cells are not intended for sale to or use by consumers. They are only intended for sale to and use by skilled manufacturers for products that incorporate necessary safety systems designed to protect end users from the known severe risks of fire and explosion associated with the misuse of individual Li-Ion Cells.

The evidence presented by LG Chem showed that it did not manufacture the 18650 lithium-ion cells in Arizona, never sold any of its 18650 lithium-ion battery cells to anyone in Arizona, and did not authorize and was not aware of any of its distributors or customers selling lithium-ion battery cells to anyone in Arizona during the relevant time period. LG Chem had no retail stores under its name in Arizona that sold the lithium-ion battery cell.

Procedural Background

Plaintiffs filed their lawsuit on September 5, 2018. Plaintiffs filed their First Amended Complaint on November 27, 2018. LG Chem filed its Motion to Dismiss on March 1, 2019. On

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MARICOPA COUNTY

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June 10, 2019, the Court issued a Minute Entry finding that the allegations in the Complaint were sufficient to allege a *prima facie* showing of personal jurisdiction over LG Chem. The Court also found that LG Chem had provided rebuttal evidence to counter Plaintiffs' allegations. Because of this, the Court believed that further evidence was necessary to determine whether it could exercise personal jurisdiction over LG Chem.

Over LG Chem's objection, the Court granted Plaintiffs' alternative request to conduct jurisdictional discovery. The Court ordered that the Motion to Dismiss would be held in abeyance pending the completion of jurisdictional discovery, which was initially ordered to end on September 13, 2019. Due to numerous jurisdictional discovery disputes, the time for completing the jurisdictional discovery, and to file supplemental briefings on the Motion to Dismiss, was extended to May 6, 2020. This was later extended to May 27, 2020 by stipulation of the parties. The parties timely filed their supplemental briefs. The matter was taken under advisement as of May 28, 2020. After reviewing the initial pleadings again, and after reviewing the supplemental briefs, the Court determined that oral arguments would assist the Court in making its decision. This extended the under-advisement commencement date to August 19, 2020.

During oral arguments, Plaintiffs requested that the Court re-open jurisdictional discovery against LG Chem, and expand the scope of jurisdictional discovery. The Court finds that Plaintiffs did not sufficiently show that additional or expanded jurisdictional discovery was appropriate.

In their Supplemental Response, Plaintiffs also requested leave to file a Third Amended Complaint. The Court scoured the docket, and could not find a Second Amended Complaint. It, therefore, appears that Plaintiffs' proposed Third Amended Complaint is actually the proposed Second Amended Complaint. Nonetheless, Plaintiffs sought leave to file an Amended Complaint in order to support the claims raised in their Supplemental Response to the Motion to Dismiss. LG Chem opposed the Motion for Leave on the bases that it was untimely, and unnecessary in light of the Court's consideration of the exhibits attached to Plaintiffs' Supplemental Response.

Discussion**Rule 12(b)(2)**

In ruling on a Rule 12(b)(2) motion to dismiss for lack of personal jurisdiction, the Court looks to whether the plaintiff has made a *prima facie* showing of jurisdiction. *Arizona Tile, L.L.C. v. Berger*, 223 Ariz. 491, ¶8 (App. 2010). The plaintiff has the burden of establishing personal jurisdiction.

SUPERIOR COURT OF ARIZONA
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The burden then shifts to the defendant to rebut this showing. *Id.* When a defendant sufficiently challenges personal jurisdiction, the plaintiff cannot merely rest on the bare allegations in the complaint. *Armstrong v. Aramco Services Co.*, 155 Ariz. 345, 348 (App. 1987). At that point, the plaintiff must present facts, by affidavit or otherwise, supporting personal jurisdiction. *Id.* Conflicts in the affidavits and pleadings must be resolved in a plaintiff's favor in determining whether a *prima facie* case has been established. *Macpherson v. Taglione*, 158 Ariz. 309, 312 (App. 1988).

Personal Jurisdiction

The seminal case on personal jurisdiction over a non-resident defendant is *International Shoe Co. v. State of Washington, Office of Unemployment Compensation and Placement*, 326 U.S. 310 (1945). In that case, the United States Supreme Court held that in order for a State to have personal jurisdiction over a non-resident defendant, the non-resident defendant must have certain minimum contacts with that State, such that the maintenance of the lawsuit does not offend traditional notions of fair play and substantial justice. *Id.* at 316

A State court may exercise long-arm personal jurisdiction over a non-resident defendant to the fullest extent allowed by the Due Process Clause of the United States Constitution. *A. Uberti & C. v. Leonardo*, 181 Ariz. 565, 569 (1995), citing ARIZ. R. CIV. P. 4.2(a). The personal jurisdiction requirement represents a restriction on judicial power, not as a matter of sovereignty, but as a matter of individual liberty. *Glencore Grain Rotterdam B.V. v. Shivnath Rai Harnarain Co.*, 284 F.3d 1114, 1121 (9th Cir. 2002). Accordingly, the jurisdictional issue hinges on federal law. *A. Uberti & C. v. Leonardo*, 181 Ariz. at 569.

Absent actual consent, which does not exist in this case, personal jurisdiction can exist through general or specific jurisdiction. Plaintiffs conceded that this Court does not have general jurisdiction over LG Chem. Plaintiffs contended that this Court has the authority to exercise specific jurisdiction over LG Chem.

Specific Jurisdiction

In a nutshell, Plaintiffs contended that specific jurisdiction exists, because LG Chem manufactured, sold, marketed and distributed a product that was ultimately sold in Arizona by an unrelated third party to Hi-Tec, which product resulted in the injury to Plaintiff.

Technically, specific jurisdiction requires an initial two-step analysis. The first step is to determine whether the State's long-arm statute extends to the permissible limits under the Due Process Clause. The Arizona Supreme Court, however, has previously determined that the interpretation of the language of Rule 4(e)(2) is coextensive with due process requirements.

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Batton v. Tennessee Farmers Mutual Insurance Co., 153 Ariz. 268, 270 (1987). Therefore, the Arizona Supreme Court has directed that the second step regarding minimum contacts is all that needs to be analyzed to insure that a defendant's due process rights are met. *Id.*

The United States Supreme Court has held that specific jurisdiction over an out-of-state defendant is appropriate when that defendant has "minimum contacts" with the forum state. *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 291 (1980). As part of the second step regarding minimum contacts, the Courts have also included a reasonableness analysis. As stated by the Arizona Supreme Court in *Planning Group of Scottsdale, L.L.C. v. Lake Mathews Mineral Properties*, 226 Ariz. 262, ¶25 (2011):

Considering all of the contacts between the defendants and the forum state, did those defendants engage in purposeful conduct for which they could reasonably expect to be haled into that state's courts with respect to that conduct? If such minimum contacts exist, the defendant can fairly be expected to respond to all claims arising out of those contacts, whatever the plaintiff's theory of recovery.

Therefore, Arizona may exercise specific personal jurisdiction over a non-resident defendant when the aggregate of the defendant's contacts with Arizona demonstrate (1) purposeful conduct by the defendant targeting the forum, rather than accidental or casual contacts or those brought about by a plaintiff's unilateral acts; (2) a nexus between those contacts and the claim asserted; and (3) that exercise of jurisdiction would be reasonable. *Beverage v. Pullman & Comley, LLC*, 232 Ariz. 414, ¶¶8-9 (App. 2013), *affirmed as clarified*, *Beverage v. Pullman & Comley, LLC*, 234 Ariz. 1 (2014). *Accord, Amba Marketing Systems, Inc. v. Jobar International, Inc.*, 551 F.2d 784, 789 (9th Cir.1977)

However, both the Supreme Courts of the United States and Arizona have tended to divide the 3-prong minimum contacts analysis into an initial determination as to a defendant's minimum contacts under the first and second prongs, and then into a subsequent determination of whether it would be reasonable to exercise jurisdiction. *See e.g., Asahi Metal Industry Co., Ltd. v. Superior Court of California, Solano County*, 480 U.S. 102, 114-16 & 121-2 (1987) (determining the issue of minimum contacts separately from determining the issue of reasonableness); *A. Uberti & C. v. Leonardo*, 181 Ariz. at 569 (requiring a trial court to first consider: (1) the defendant's "minimum contacts" with the forum state; and then (2) the reasonableness of exercising jurisdiction over the foreign defendant).

In this case, Plaintiffs contended that this Court should consider the issue of reasonableness regardless of the Court's finding as to minimum contacts, while LG Chem argued that a finding of no minimum contacts removes the need to consider the reasonableness factor.

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To avoid further confusion, the Court will analyze the first two prongs under the heading of “minimum contacts,” and then address the reasonableness issue.

Minimum Contacts

Under the first two prongs of the specific jurisdiction analysis, the Court must determine if there was (1) purposeful conduct by LG Chem targeting Arizona, rather than accidental or casual contacts or those brought about by Plaintiffs’ unilateral acts; and (2) a nexus between those contacts and the claim asserted. Put succinctly, the analysis should focus on the relationship between the defendant, the State, and the claim. *Williams v. Lakeview Co.*, 199 Ariz. 1, ¶17 (2000).

A defendant must have “purposefully directed” its activities at residents of the forum State, and the alleged injuries had to arise out of or relate to those activities. *Armstrong v. Aramco Services Co.*, 155 Ariz. at 349, citing to *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 473 (1985). Jurisdiction is proper only if the contacts proximately resulted from actions by the non-resident defendant that created a substantial connection with the forum State. *Batton v. Tennessee Farmers Mutual Insurance Co.*, 153 Ariz. at 271. When a non-resident defendant has purposely directed its activities at the residents of the forum state, it cannot avoid jurisdiction merely because it did not physically enter the State. *Macpherson v. Taglione*, 158 Ariz. 309, 312 (App. 1988).

When there is no such connection between the specific claims and the forum, specific jurisdiction is lacking, even if the non-resident defendant has unconnected activities in the forum State. *Bristol-Myers Squibb Co. v. Superior Court of California, San Francisco County*, __ U.S. __, 137 S. Ct. 1773, 1781 (2017). “The requirements of *International Shoe* must be met as to each defendant over whom a state court exercises jurisdiction. A defendant’s relationship with a third party, standing alone, is an insufficient basis for jurisdiction.” *Bristol-Myers Squibb Co.*, 137 S. Ct. at 1783. *Accord, Coast to Coast Marketing Co., Inc. v. G & S Metal Products Co., Inc.*, 130 Ariz. 506, 508 (App. 1981) (holding that, standing alone, the unilateral activity by a third party who claims some relationship with a non-resident defendant cannot satisfy the requirement of contact with the forum state).

Similarly, the United States Supreme Court refused to find specific jurisdiction over a non-resident defendant that had sold products and presented training to the plaintiff in the forum State, because the cause of action was not related to those sales transactions and training activities. *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 418 (1984). *See also Van Heeswyk v. Jabiru Aircraft Pty., Ltd.*, 229 Ariz. 412, ¶16 (App. 2012) (holding that a non-resident defendant’s “accidental or casual contacts” include those not directly related to the asserted cause of action).

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The mere fact that a non-resident defendant could foresee that its product could cause injury in a jurisdiction has never been a “sufficient benchmark” for exercising personal jurisdiction. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 474 (1985) [citation omitted]. *Accord, Williams v. Lakeview Co.*, 199 Ariz. 1, ¶15 (2000).

Application of the Facts to the Law

In their Supplemental Response, Plaintiffs’ arguments for specific jurisdiction relied, in large part, on the “stream of commerce plus” theory. In their Supplemental Response, Plaintiffs also relied on *Berven v. LG Chem, Ltd.*, 2019 WL 4687080 (E.D. Cal., Sep. 26, 2019), an unreported case out of the Eastern District of California. *Berven* found specific jurisdiction against LG Chem regarding similar injuries caused by the use of its battery cells in e-cigarettes.

During oral arguments, Plaintiffs shifted their primary focus away from the stream-of-commerce-plus theory to a theory that it is reasonable to exercise specific jurisdiction over a non-resident defendant when it knows that its products are being used improperly by third parties in the forum State. Plaintiffs’ counsel stated that this shift was based on *Berven* and two recently-decided cases: *Collett v. Olympus Medical Systems Corp.*, 437 F. Supp. 3d 1272 (M.D. Ga. 2020), and *Fields v. South Georgia Vapor, LLC*, 2020 WL 4731077 (Fla. Cir., Apr. 24, 2020). The Court will discuss these three decisions in a different section of this Ruling.

During oral arguments, the Court inquired if Plaintiffs were withdrawing their reliance on the stream-of-commerce-plus theory. Plaintiffs’ counsel stated that the theory still remained a ground for relief, although it was no longer the primary ground for relief. Because that theory remains a ground for relief, the Court needs to address it. Stated simply, the Court finds that this theory is not available to Plaintiffs. Due to the legal twists and turns that engendered and perpetuated this theory, however, the Court will need to spend some time on this discussion to explain the Court’s finding.

“Stream of Commerce Plus” Theory to Show Minimum Contacts

The “stream of commerce plus” theory (the Theory) has never been adopted by an Arizona appellate court or the United States Supreme Court, which would be the only precedential authorities on this issue. It would not be appropriate for this Court to rely on the differing conclusions that other State’s courts and the federal courts have reached under their various interpretations of the Theory.

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Plaintiffs' Supplemental Response agreed that the Theory has not been adopted by the United States Supreme Court. Nonetheless, they argued that the Theory should apply in this case. Plaintiffs argued that LG Chem's knowledge of the misuse of its battery cells by unrelated third parties who placed them in the stream of commerce and caused injury in Arizona is the "plus" that allows for specific jurisdiction.

It is agreed that the United States Supreme Court has not adopted the Theory. The law is clear that the issue of personal jurisdiction hinges on federal law. Therefore, this Court has no authority to create new law on specific jurisdiction. Having determined that, the Court will still discuss the inapplicability of the Theory.

The term "stream of commerce" was used in *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297–8 (1980). The issue in that case was whether a local New York Audi dealership could be subject to personal jurisdiction in Oklahoma, simply because the New York purchasers were involved in a vehicle accident in Oklahoma on their way to their new residence in Arizona. The Court in *World-Wide Volkswagen* applied the minimum contacts and reasonableness rules in determining that Oklahoma did not have personal jurisdiction over the New York dealership.

The Court in *World-Wide Volkswagen* noted that "[t]he forum State does not exceed its powers under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce with the expectation that they will be purchased by consumers in the forum State...." *Id.* The use of "stream of commerce" did not appear to create a new theory, or modify the tried and true tests for specific jurisdiction. It seemed clear from the context that the reference to "stream of commerce" was more of a descriptive turn of phrase that highlighted the need for a non-resident defendant to have a purposeful contact with the forum State. There was no discussion about the Theory.

Subsequent to *World-Wide Volkswagen*, certain members of the high court discussed the Theory in *Asahi Metal Industry Co., Ltd. v. Superior Court of California, Solano County*, 480 U.S. 102, 106 (1987). In *Asahi*, the question before the Court was whether a non-resident defendant's mere awareness that the components it manufactured, sold, and delivered to tire tube companies that ended up as tire products could reach the forum State (California) through the "stream of commerce," sufficient to meet "minimum contacts." In an extremely divided decision, the judgment of the Court simply held that it was not reasonable to allow California to assert specific jurisdiction. Nothing more.

In *Asahi*, there were separate plurality opinions and concurrences. These pluralities and concurrences discussed whether the stream of commerce, plus something else, was necessary for specific jurisdiction, or whether the stream of commerce was sufficient, as long as the non-

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resident defendant was “aware” that the final product was being marketed in the forum State. Except for finding that exercising jurisdiction was not reasonable, none of those discussions comprised the Judgment of the Court. Justice O’Connor authored the Judgment, as well as a plurality that was not included as part of the Judgment.

Justice O’Connor’s four-justice plurality believed that the non-resident defendant had not committed sufficient acts of purposeful availment in the State of California to meet the minimum contacts test. Justice O’Connor’s plurality, which was not joined by the other Justices, created the Theory that the placement of a product into the stream of commerce, without some additional act (the “plus”), is not an act of a foreign defendant purposefully directed toward the forum State. *Id.* at 112 (O’Connor, J.). This plurality believed that a non-resident defendant’s 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 in the “stream” into an act purposefully directed toward the forum State. *Id.*

There was also a four-justice plurality, written by Justice Brennan. This plurality disagreed with Justice O’Connor’s discussion of the Theory. Justice Brennan’s plurality believed that the stream of commerce was sufficient without having to prove anything more, “as long as a participant in this process is aware that the final product is being marketed in the forum State.” *Id.* at 117 (Brennan, J., concurring in the Judgment).

According to Justice Brennan’s four-justice plurality, a component manufacturer would be subject to a forum State’s jurisdiction, if it was aware that the finished product that contained the component was being marketed or sold in the forum State. This concurrence believed that there were minimum contacts under its stream of commerce theory, which was not joined by the other Justices. This plurality, however, joined in the Judgment that it was not reasonable for California to exercise personal jurisdiction. *Id.* 117-118, 121 (Brennan, J., concurring in the Judgment).

Three justices joined in the Judgment that it was simply not reasonable under traditional notions of fair play and substantial justice for California to assert personal jurisdiction. These three justices specifically declined to join in Justice O’Connor’s plurality endorsing the Theory. These three justices believed that a minimum contacts test was not necessary to the decision, and, even if it was, they believed Justice O’Connor’s plurality created an artificial bright line differentiation between 1) the mere awareness that products could be swept up in the stream of commerce, and 2) the concept of purposeful availment. *Id.* at 121-2 (Stevens, J., concurring in judgment only).

Because none of the pluralities or concurrences discussing the pros or cons of the Theory garnered five votes, the applicability *vel non* of the Theory was never decided. *See, e.g., Marks v.*

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United States, 430 U.S. 188, 193 (1977) (holding that “[w]hen a fragmented Court decides a case and no single rationale explaining the result enjoys the assent of five Justices, the holding of the Court may be viewed as that position taken by those Members who concurred in the judgments on the narrowest grounds.” [citations omitted]). Therefore, *Asahi* only held that it was not reasonable for California to exercise specific jurisdiction.

In 2011, the Supreme Court attempted to revisit the alternative stream-of-commerce theories discussed in *Asahi*. In *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. 873, 877 (2011), the Opinion began by stating: “The rules and standards for determining when a State does or does not have jurisdiction over an absent party have been unclear because of decades-old questions left open in *Asahi*....” *Id.* at 877. For better or worse, the Judgment of the *Nicastro* Court left those questions unanswered. The Court’s Judgment simply found that personal jurisdiction did not exist, because the evidence did not support purposeful availment by the non-resident defendant. *Id.* at 887, 893. Specifically, the Court’s Judgment in *Nicastro* held that a foreign defendant’s “transmission of goods permits the exercise of jurisdiction only where the defendant can be said to have targeted the forum; as a general rule, it is not enough that the defendant might have predicted that its goods will reach the forum State.” *Id.* at 882. This was no more than the Court following its precedents.

The only discussion of the stream-of-commerce theories in *Nicastro* was contained in a four-Justice plurality authored by Justice Kennedy. Justice Kennedy’s plurality rejected both Justice O’Connor’s and Justice Brennan’s plurality opinions in *Asahi*, and believed that their “stream of commerce” theories cannot take the place of prior precedents on determining minimum contacts and reasonableness. *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. at 881-2.

Justices Breyer and Alito joined in the judgment that no purposeful availment had been shown, but specifically declined to join in the plurality’s discussion of the stream-of-commerce theories, because they believed it was unnecessary to the decision. *Id.* at 893 (Breyer, J., concurring in judgment only).

The three-justice dissent in *Nicastro* criticized the dueling arguments in *Asahi* as being unnecessary to that decision, but believed that the evidence in *Nicastro* had shown sufficient minimum contacts. *Id.* at 908 (Ginsburg, J., dissenting). The dissent seemed to partially adopt, without so stating, the theory proposed by Justice Brennan’s concurrence in *Asahi* that specific jurisdiction exists when a foreign defendant has knowledge that its finished product could end up in a forum State simply by being placed in the stream of commerce. As discussed below, Justice Ginsburg’s reasoning would not extend to a component parts manufacturer.

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Therefore, rather than resolving the stream-of-commerce theories discussed in *Asahi, Nicastro* continued to “sow confusion broadside.” (borrowing a phrase from Justice Rehnquist’s dissent in *Michigan v. Clifford*, 464 U.S. 287, 306 (1984), in which he criticized the Court’s failure to clarify a prior opinion on whether the Fourth Amendment applied to fire investigation scenes).

Plaintiffs were correct in ultimately not relying so heavily on the Theory. Had they continued to do so, the Court would have been inclined to paraphrase a passage from Alexander Dumas’ *The Count of Monte Cristo*: “On what slender threads do Plaintiffs’ claims hang.”

Therefore, this Court will not rely on the “stream of commerce plus” theory in deciding this case. Instead, this Court will rely upon the actual reasoning of the Judgments in *Asahi* and *Nicastro*, as well as other Supreme Court precedents, to determine whether LG Chem had minimum contacts with Arizona sufficient to comply with traditional notions of fair play and substantial justice.

Plaintiffs’ Specific Allegations of Minimum Contacts

Plaintiffs assert that the following allegations justify a finding that this Court has specific jurisdiction over LG Chem:

1. LG Chem has 11 United States patents for the 18650 lithium-ion cell;
2. The 18650 lithium-ion battery cell is readily available for purchase in Arizona;
3. A class action price-fixing lawsuit was filed in the United States District Court for the Northern District of California, in which the plaintiffs settled against LG Chem and other battery manufacturers, in which there were three Arizona plaintiffs;
4. A company known as Lucid was planning to open an electric vehicle-manufacturing site in Arizona, in which LG Chem’s battery cells would allegedly be incorporated in the vehicles;
5. A battery storage facility in Phoenix suffered a battery explosion in 2019, in which the facility used LG Chem lithium-ion battery cells as part of its energy storage business;
6. LG Chem sold its 18650 lithium-ion battery cells to a Pennsylvania company that makes electric bicycles. The electric bicycle company has three dealers in Arizona who apparently sell the bicycle batteries, as well as the bicycles;
7. LG Chem has an “interactive” website that advertises its battery cells, and is available for review and response by United States customers, including those in Arizona;

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8. LG Chem has a high volume of sales of its 18650 lithium-ion batteries in the United States;
9. LG Chem has approved distributors and battery packers, some of whom are registered to do business in Arizona, and who could sell 18650 lithium-ion batteries in Arizona without restriction;
10. The Energy Storage Association held a conference in Phoenix in April 2019, in which LG Chem Power, Inc. was an attendee, and "LG Chem" was a sponsor.
11. LG Chem's "non-conforming" batteries are sold off to unnamed and unknown distributors who LG Chem knows will sell those non-conforming batteries to anyone, anywhere in the world, including Arizona. Plaintiffs referred to this practice as a dumping of non-conforming batteries onto a "black market."

The Court will address each of these in the same order as listed above. Before doing so, however, a general overview of the evidence of LG Chem's battery cell is necessary, because it is relevant to many of Plaintiffs' above allegations.

There was a statement in the pleadings that LG Chem manufactured its battery cells somewhere in the United States. Although it was unclear as to which State, if any, the manufacturing occurs, it is not in Arizona. LG Chem markets, distributes and sells its battery cells to other manufacturers or companies that incorporate the battery cells into a finished product. Because there is an inherent danger that lithium-ion battery cells can ignite or explode, the companies that incorporate the battery cells into a finished product do so by including safeguards to prevent such occurrences.

LG Chem does not sell the 18650 lithium-ion cell to consumers. The product is not meant for stand-alone use, and is certainly not marketed, advertised, or sold for use in e-cigarettes. The evidence before the Court showed that LG Chem's two authorized distributors and four battery packers have not sold any 18650 lithium-ion battery cells in Arizona, and have not sold them to e-cigarette retailers. As mentioned earlier, the companies that have sold the 18650 lithium-ion battery cells to e-cigarette retailers in Arizona did not obtain them from LG Chem. Further, those companies had no business relationship with LG Chem.

1. Plaintiffs' first jurisdictional allegation was that LG Chem has eleven United States patents for its battery cells. Plaintiffs did not present copies of the patents or even summaries of the patents. The Court must assume, therefore, that there was nothing in those patents that indicated the battery cells were patented for use as stand-alone products, or as power inserts for e-cigarettes. Without supporting evidence for such a general allegation, the Court does not believe that the mere existence of patents creates minimum contacts in Arizona.

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The Court is aware that an unreported district court case involving similar allegations against LG Chem held that the mere existence of the patents was “a strong indicator of purposeful availment.” *Walsh v. LG Chem, Ltd.*, 2019 WL 4394550, *4 (D. Ariz. Sep. 13, 2019). This Court disagrees with the district court for the reasons stated above. This Court might agree that the patents had some relevance if the battery cell had exploded in one of its intended uses in a finished product. Those are not the facts here. Additionally, the district court in *Walsh* found that specific jurisdiction was unavailable, because the plaintiffs had failed to show a nexus between the claim and Arizona. *Id.*

2. Plaintiffs’ second jurisdictional allegation was that the 18650 lithium-ion battery cells are readily available for purchase in Arizona. There is no dispute that e-cigarette dealers sell the 18650 lithium-ion battery cells, or rewrapped versions thereof, for use in e-cigarettes. However, there is no evidence that LG Chem targeted Arizona for such sales. The sale of LG Chem’s battery cells in Arizona by unauthorized dealers is not the act of LG Chem. The unilateral activity of a plaintiff or a third person is not an appropriate consideration when determining whether a defendant has sufficient contacts with a forum State to justify an assertion of jurisdiction. *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 417 (1984).

This concept is further highlighted in *J. McIntyre Machinery, Ltd. v. Nicaastro*, 564 U.S. 873 (2011), discussed above in regard to the Theory. In *Nicaastro*, a British manufacturer of shearing machines contracted with an American distributor to sell its machines in the United States. The British manufacturer did not sell or advertise its machines in the United States. The British manufacturer had no control over where its machines were sold in the United States, although the American distributor conferred with the manufacturer on sales direction and guidance. Although the American distributor advertised the machines in the United States, it did not do so in New Jersey, the State in which the injury occurred. The evidence showed that only four machines had ever been sold in New Jersey. Based on these facts, the Supreme Court found that there was insufficient evidence that the British manufacturer had availed itself of New Jersey, and that specific jurisdiction could not be exercised in that State. *Id.* at 886.

LG Chem’s ties to Arizona are far less than the British manufacturer had with New Jersey in *Nicaastro*. First, neither LG Chem nor its distributors sold any battery cells in Arizona. Second, neither LG Chem nor its distributors advertised the battery cells in Arizona. Third, LG Chem had less expectation that its battery cells would be sold in Arizona than the British manufacturer had expectations that its machines would be sold in New Jersey.

3. Plaintiffs’ third allegation was that there were three Arizona plaintiffs in a price-fixing class action lawsuit, in which LG Chem, Ltd. was one of many major corporate defendants that either manufactured lithium-ion battery cells or incorporated them into finished products. *In Re Lithium-ion Batteries Antitrust Litigation*, Case No. 13-MD-02420 YGR (DMR) (N.D. Cal.).

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(Exhibits C & D to the Declaration of Adam J. Kress in Support of Plaintiffs' Supplemental Response). This class action lawsuit alleged that the defendant corporations had conspired to fix the prices of the lithium-ion batteries to the detriment of consumers.

The federal class action lawsuit did not involve negligence allegations, nor any allegations involving injuries caused by e-cigarettes. Plaintiffs in our case argued that LG Chem is subject to Arizona's jurisdiction, because three of the class action plaintiffs resided in Arizona, and purchased lithium-ion batteries in Arizona.

However, there were no allegations in the class action lawsuit that the three Arizona plaintiffs had purchased stand-alone 18650 lithium-ion battery cells. In fact, none of the three Arizona plaintiffs was alleged to have purchased anything from LG Chem. The Arizona residents were alleged to have purchased the following devices that contained lithium-ion batteries: a Blackberry Curve cell phone, a Toshiba laptop, a Sony GRZ660 Laptop, two COMPAQ laptops, and an Apple MacBook Pro laptop. (Exhibit C to the Declaration of Adam J. Kress at 147). There were no allegations that the lithium-ion batteries contained in those devices were manufactured or sold by LG Chem.

The facts of each case are different, and they must be weighed in determining whether personal jurisdiction would comport with fair play and substantial justice. *Planning Group of Scottsdale, L.L.C. v. Lake Mathews Mineral Properties*, 226 Ariz. at ¶15. In doing so, the jurisdictional facts of this case are substantially different from those in the class action lawsuit, such that it does not show minimum contacts in Plaintiffs' case.

4 – 6. Plaintiffs' fourth, fifth, and sixth allegations are related, and can be discussed together. These allegations claim that LG Chem has 1) sold its battery cells to manufacturers of finished products, which finished products are or may be sold in Arizona, and 2) has provided its battery cells for an energy storage facility in Arizona.

It is important to distinguish between a company that manufactures a component, and a company that manufactures a finished product that contains the component. Two Arizona cases, upon which Plaintiffs relied, found personal jurisdiction over manufacturers of finished products. In *A. Uberti and C. v. Leonardo*, 181 Ariz. at 573, the Arizona Supreme Court found there was specific jurisdiction in Arizona against an Italian gun manufacturer, who never physically sold a gun in Arizona. The evidence showed, however, that the gun manufacturer's United States distributor was authorized to sell the guns anywhere in the United States, with an emphasis on the Western United States.

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Similarly, in *Van Heeswyk v. Jabiru Aircraft Pty., Ltd.*, 229 Ariz. 412, ¶17 (App. 2012), the Court of Appeals found specific jurisdiction against a foreign manufacturer of airplane kits, because its American distributor was authorized and encouraged to sell its product to anyone in the United States. Because the company and/or its distributor advertised the sale of the kits throughout the country to consumers, the Court found that was sufficient to allow the foreign defendant to be haled into Arizona courts. Notably, the Court of Appeals held that a predictability that a defendant's goods might reach Arizona is not enough. Rather, specific jurisdiction is only proper where a defendant can be said to have targeted the forum. *Id.* at ¶16. In *Van Heeswyk*, there was evidence that the defendant purposefully directed marketing activities toward Arizona. *Id.* at ¶17.

It is true that neither of these Arizona cases specifically differentiated between component part manufacturers and finished-product manufacturers. Nonetheless, both of the products in *Uberti* and *Van Heeswyk* were finished products available for sale in Arizona, which were purposefully sold as finished products in Arizona.

The United States Supreme Court has indicated that such a differentiation is significant. In *Asahi, supra*, the defendant Japanese corporation manufactured tire valve assemblies in Japan, which were sold to tire manufacturers for use as components in tire tubes. The finished tire products were then sold in the United States. The specific question before the Court was whether there were minimum contacts for a component manufacturer in which the finished product was marketed in the forum State. *Asahi*, 480 U.S. at 106. As discussed above, the Court found that it was not reasonable to exercise specific jurisdiction over the component part manufacturer.

This distinction was further highlighted in Justice Ginsburg's dissent in *Nicastro, supra*. As discussed above, the Court found that specific jurisdiction did not exist, because the evidence did not show that the British manufacturer had any expectation that its finished product would be sold in the forum State of New Jersey. *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. at 883, 893.

However, in criticizing the stream-of-commerce debates by the pluralities and concurrences in *Asahi*, the dissent in *Nicastro* specifically commented that *Asahi*, unlike the defendant in *Nicastro*, "was a component-part manufacturer with 'little control over the final destination of its products once they were delivered into the stream of commerce.'" *Id.* at 908 (Ginsburg, J., dissenting, *citing to Uberti*, 181 Ariz. at 572). Justice Ginsburg stated that "[i]t was important to the Court in *Asahi* that 'those who use *Asahi* components in their **final products**, and sell those products in California, would be subject to the application of California tort law.'" *Id.* [citation omitted][emphasis added].

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Plaintiffs argued that the presence of an electric vehicle manufacturer in Arizona, Lucid, that uses LG Chem's battery in its electric vehicles created specific jurisdiction. The evidence presented by Plaintiffs showed that there was an expectation that Lucid's manufacturing plant would be built in Arizona, but there was no evidence that it was ever opened. Further, Plaintiffs presented no evidence that the battery cells in the Lucid vehicles would be made by LG Chem, nor that the battery cells would be the 18650 version.

Plaintiffs' evidence also showed that LG Chem sold its 18650 lithium-ion battery cells to a Pennsylvania company, E-Bike Kit, that makes electric bicycles. E-Bike Kit has three dealers in Arizona who apparently sell the bicycle batteries, as well as the bicycles. However, the company's website showed that its batteries had been packaged by E-Bike Kit for safe use in its bicycles. There was nothing in the website that referred to LG Chem, and there was no reference to the 18650 battery cells.

Even if the Lucid plant opened in Arizona, and the 18650 lithium-ion battery cells were used in the vehicles, that is an act by a third party producing a finished product for sale to consumers. The same analysis applies to the E-Bike Kit finished products. Neither of these companies caused Mr. Tague's injuries, and neither manufactured e-cigarettes. Even if the 18650 lithium-ion battery cells were incorporated in those finished products, they did not cause Plaintiffs' injuries. If they had, Plaintiffs may have had a good jurisdictional argument against LG Chem, because the claim and the defendant might have arisen out of contacts with Arizona. Those are not the facts of this case.

In this case, even if LG Chem's battery cells were contained in electric vehicles or electric bicycles that were sold in Arizona, or located at a solar energy facility in Arizona does not equate with a purposeful avilment of doing business in Arizona.

Plaintiffs presented a newspaper article about a 2019 battery explosion at a Phoenix battery storage facility, in which the facility used LG Chem lithium-ion batteries as part of its energy storage. LG Chem sold the battery cells for use in a finished product, *i.e.*, a facility to store solar energy. The article also stated that lithium-ion batteries are "essential for energy storage in Arizona." Plaintiffs presented no evidence that the solar energy storage had any relationship to e-cigarettes. At most, this article highlights the dangers of lithium-ion batteries, and the need to provide safeguards when incorporating them in finished products.

The Court finds that the use of LG Chem's battery cells in finished products with safeguards against explosion does not show that LG Chem targeted Arizona as to the use of 18650 lithium-ion battery cells in unsafe and unauthorized uses in e-cigarette products that were not meant by LG Chem to be used in that manner.

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7. Plaintiffs' seventh allegation was that LG Chem has an "interactive" website that reaches out to and responds to consumers throughout the United States. Plaintiffs also contended that LG Chem "markets" and "advertises" its battery cells on its website to consumers throughout the country. Plaintiffs argued that this was a nationwide marketing program that would have had to include Arizona, even if it also included the other 49 States, relying on *A. Uberti & C. v. Leonardo*, 181 Ariz. at 573-4.

In support of these allegations, on page 5 of Mr. Kress' Declaration in Support of the Supplemental Response, Plaintiffs directed the Court to one page of an LG Chem website that directs the reader to make inquiries to its products in general, and makes only a tangential reference to its battery products, as follows:

02 Information related to products (Certificates, etc.) can be downloaded at the bottom of each product page. If you cannot find the information you would like to browse, please leave us an inquiry on 'Product data sheets' via 'Contact Us> Product Inquiry'.

Certificates for battery products are only provided to companies that are under contract with LG Chem.

This evidence does not support a showing of minimum contacts in Arizona. This is merely telling readers that they can inquire about LG Chem's products, with specific reference to "certificates." It then goes on to clarify that any inquiries for certificates as to its battery products will not be provided to anyone who is not under contract with LG Chem. This seems to support LG Chem's argument that the battery products are not available to consumers.

The Court previously noted that Exhibit 1 to the Affidavit in support of Plaintiffs' Response to the Motion to Dismiss clearly stated the types of products for which its battery cells were made available, which did not include the e-cigarette industry. Exhibit 2 to the same Affidavit clearly stated that LG Chem does not sell its battery cells to consumers.

In reviewing Plaintiffs' evidence, there is no indication that a consumer, or anyone else, could order products from the LG Chem website. Instead, it appears that the website is informational, and directs the readers to make inquiries to the appropriate product division in the LG Chem network of corporations.

The Ninth Circuit has held that a mere web presence is insufficient to establish personal jurisdiction. *Holland America Line Inc. v. Wärtsilä North America, Inc.*, 485 F.3d 450, 460 (9th Cir. 2007). In *Wärtsilä*, the non-resident defendant's website did not provide any direct means for purchasing parts or requesting services. Instead, it merely provided information on the

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various products manufactured by the Wärtsilä consortium, and redirected potential customers to the appropriate subsidiary. The Ninth Circuit held that this type of “passive website” was not purposefully directed to the forum State. *Id.* This Court finds the LG Chem’s website is more closely aligned with the “passive website” discussed in *Wärtsilä*, rather than the nationwide marketing program discussed in *Uberti*.

Further, even if there was evidence that LG Chem “advertised” its products on the website, advertisements in the forum state are not a sufficient basis for personal jurisdiction when the advertisements had no causal connection to the injury. *Williams v. Lakeview Co.*, 199 Ariz. 1, ¶14 (2000). In this case, any “advertising” in the website had no causal connection to the injuries suffered in this case.

Therefore, the website evidence presented by Plaintiffs is insufficient to justify a finding of minimum contacts with Arizona.

8. Plaintiffs’ eighth allegation was that LG Chem had a large number of sales of 18650 lithium-ion battery cells in the United States. The linchpin to this argument is: where the sales occurred, and to whom they were made. The evidence presented showed that neither LG Chem nor its distributors or battery packers made any sales in Arizona. LG Chem’s evidence showed that its sales of 18650 lithium-ion battery cells elsewhere in the United States were made only to authorized customers. If Plaintiffs are referring to unauthorized sales of battery cells in Arizona, those were the acts of third parties over whom LG Chem had no control. Plaintiffs presented insufficient evidence of minimum contacts.

9. Plaintiffs’ ninth allegation was that LG Chem’s distributors and battery packers are not prohibited from selling 18650 lithium-ion battery cells in Arizona. The evidence showed that LG Chem does not sell its stand-alone battery products to consumers. The evidence showed that none of LG Chem’s authorized distributors or battery packers made any sales of the 18650 lithium-ion battery cells to Arizona customers. The fact that the distributors and packers made no sales in Arizona renders Plaintiffs’ argument that they were not specifically prohibited from doing so as speculative, immaterial, and irrelevant.

Plaintiffs also asserted that at least one battery packer is authorized to do business in Arizona. That fact alone does not rise to the level of creating minimum contacts as to LG Chem. Plaintiffs presented no evidence that this battery packer sold, solicited, or advertised any of LG Chem’s battery products in Arizona.

10. Plaintiffs’ tenth allegation is that the Energy Storage Association (ESA) held a conference in Phoenix in April 2019, in which “LG Chem” was a sponsor. Plaintiffs presented nothing more than a link to the ESA’s website. The purpose of the conference, as might be

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gleaned from the name of the association, was to discuss the energy storage industry, not the improper use of lithium-ion battery cells in e-cigarettes. As stated in the newspaper article mentioned earlier, manufacturers of lithium-ion battery cells are essential to the energy storage industry. No evidence was presented as to whether any representative of LG Chem, Ltd. attended the conference. The only attendee mentioned was LG Chem Power, Inc., which appears to be a separate corporation from the defendant in this case. "LG Chem" was listed as a sponsor. While LG Chem, Ltd. may be an entity within the "LG Chem" umbrella, there was no evidence that LG Chem, Ltd. was the sponsor.

Even if LG Chem, Ltd. was present and participated in full force at a conference that happened to be held in Arizona, that, in and of itself, does not equate with LG Chem targeting Arizona to sell its battery products. Nonetheless, those are not the facts presented in this case. There is insufficient evidence to create minimum contacts based upon a single energy storage conference in Arizona, which had nothing to do with the claims raised in this case.

**Plaintiffs' Argument that Knowledge of a Product's Misuse in a Forum
Equates to Purposeful Availment**

Because Plaintiffs' counsel basically conceded that there is no evidence that LG Chem sold any lithium-ion battery cells in Arizona, their eleventh allegation contended that LG Chem knew or should have known that its batteries were being sold into Arizona by third parties to e-cigarette retailers, who then sold e-cigarette batteries to consumers. Based on this alleged knowledge, Plaintiffs argued that it was foreseeable that the improperly-modified and/or misused lithium-ion battery cells would wend their way to Arizona through third parties, where they would cause injury. Plaintiffs then argued that this foreseeability equated to purposeful availment of the Arizona market.

Plaintiffs' eleventh allegation was initially based on *Berven v. LG Chem, Ltd.*, 2019 WL 4687080 (E.D. Cal., Sep. 26, 2019). *Berven* was a United States District Court case involving the same basic fact situation as the one in this case: the plaintiff purchased an LG Chem battery from a retailer in California to power her e-cigarette, which battery exploded and caused her to suffer burn injuries. The plaintiffs in *Berven* alleged similar grounds for specific jurisdiction as Plaintiffs alleged in this case, and LG Chem asserted the same arguments in opposition that it asserted in this case.

The district court adopted the findings of the Magistrate Judge after a *de novo* review. The Magistrate Judge's findings and recommendations were not attached to the district court's decision. Based on the decision, however, there is no indication that any jurisdictional discovery was allowed. It is clear from the decision that both the Magistrate Judge and the District Judge reached their conclusions based solely on the pleadings in the amended complaint. The district

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court, in adopting the Magistrate Judge's Report, stated that the allegations, if true, presented a *prima facie* case of specific jurisdiction. *Id.* at *2. As previously noted, the posture of Mr. Tague's case has gone beyond his ability to rely solely on the allegations in his Complaint.

One of the allegations in *Berven* was that, "upon information and belief," certain batteries that did not conform to LG Chem's standards were dumped onto the open market for sale to anybody in any location. This unsupported allegation in the plaintiff's complaint seemed to be pivotal in the district court's decision in *Berven*.

Berven became even more important at oral arguments, after Plaintiffs changed their primary argument. Channeling *Berven*'s unsupported allegation, Plaintiffs contended that LG Chem had dumped non-conforming batteries on a "black market," with knowledge that these batteries were being sold into Arizona by third parties who then sold e-cigarette batteries to consumers. Based on this knowledge, Plaintiffs argued that it was foreseeable that the improperly-modified lithium-ion battery cells would wend their way to Arizona through third parties, where they would cause injury.

However, Plaintiffs in our case can no longer merely repeat an unsupported allegation from another case to survive a dismissal for lack of jurisdiction. In our case, Plaintiffs can not stand on the allegations in their Complaint. Jurisdictional discovery was allowed in this case on June 10, 2019. Since September 26, 2019 when the *Berven* decision was issued, Plaintiffs' counsel had months to investigate the *Berven* allegation about non-conforming batteries being sold on the open market, and to present evidence to support that allegation. Plaintiffs did not do so. In fact, this allegation is not even contained in the Declaration in support of the Supplemental Response. Plaintiffs' sole support for this allegation is a paragraph contained in the proposed Third [Second] Amended Complaint, which reads as follows:

Upon information and belief, LG Chem grades its batteries and sells the lower-grade, nonconforming or cosmetically defective batteries to other distributors for distribution around the world, including Arizona. These batteries are routinely used by individual consumers to power their e-cigarettes for vaping.

Proposed Third [Second] Amended Complaint ¶12(c), Exhibit A to Declaration of Adam Kress.

This is nothing more than an encapsulation of the allegation in the *Berven* case, with no evidence of any sort to support it. Plaintiffs had sufficient time to find some proof of this allegation. The allegation, without an affidavit or other evidence to support it, does not meet Plaintiffs' burden. This Court finds that the *Berven* case is not

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persuasive. This Court's decision is based on the evidence that has been presented to support the allegations in this case.

This theory of dumping non-conforming batteries on a "black market" applies equally, if not more, to Plaintiffs' reasonableness argument. The Court will address this theory further under Plaintiffs' reasonableness argument.

During oral arguments on August 19, 2020, Plaintiffs' counsel relied on two additional cases that were recently issued to support their position on this issue. The first case was *Collett v. Olympus Medical Systems Corp.*, 437 F. Supp. 3d 1272 (M.D. Ga. 2020). The second case was *Fields v. South Georgia Vapor, LLC*, 2020 WL 4731077 (Fla. Cir., Apr. 24, 2020).

A thorough reading of the *Collett* case did not support Plaintiffs' new primary theory. *Collett* found specific jurisdiction over a non-resident defendant based solely on the longstanding concepts of minimum contacts and reasonableness. Because much of Plaintiffs' "black market" contention goes to its reasonableness argument, the Court will also discuss *Collett* in the reasonableness section of this Ruling.

The facts and ruling in *Collett* are really no different than those in *A. Uberti & C. v. Leonardo*, 181 Ariz. 565, 573-4 (1995) or *Van Heeswyk v. Jabiru Aircraft Pty., Ltd.*, 229 Ariz. 412, ¶16-7 (App. 2012). In the *Uberti* case, as discussed earlier, Arizona had personal jurisdiction over an Italian gun maker, who directed its American marketer to sell Uberti's firearms in America, and especially in the Western United States. In *Van Heeswyk*, discussed earlier, Arizona had specific jurisdiction against a foreign manufacturer of airplane kits that directed its American distributor to sell its product in the United States.

In *Collett*, the non-resident defendant, Olympus Medical Systems Corporation (Olympus), was a Japanese manufacturer of medical devices, known as colonoscopes. The colonoscopes were marketed by its American affiliate for sale to American purchasers. As in *Uberti*, Olympus argued that it had not conducted any business in Georgia, the State in which the equipment had been sold, and caused injury. The district court found that Olympus was subject to that State's jurisdiction, for the same basic reasons that Arizona had jurisdiction in *Uberti* and *Van Heeswyk*. The district court in *Collett* found that Olympus purposefully placed its products in the American market with the intent that they would be sold by its American affiliate. *Collett*, 437 F. Supp. 3d at 1278. The district court also noted that, because Olympus intended that its product was to be sold throughout America, the only way to possibly avoid jurisdiction in Georgia would have been to specifically restrict sales of colonoscopes in that State. *Id.*

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This Court takes no issue with the legal analyses or rulings in *Uberti*, *Van Heeswyk*, or *Collett*. But those rulings are inapplicable to the facts of this case. The gun manufacturer, the airplane kit manufacturer, and the medical equipment manufacturer placed their items into the American market in the form of a finished product that would be used by the ultimate buyer for their intended purposes. That is not the situation in this case. The evidence clearly showed that the LG Chem lithium-ion batteries were component parts that were sold to authorized companies that incorporated the batteries into safe, finished products that were then sold to retailers. The evidence was clear that LG Chem did not intend that its batteries would be sold in the American market as a stand-alone finished product for direct sale to retailers or consumers.

As discussed earlier, the lithium-ion battery cell is a component part meant for incorporation in various finished products that are then sold to retailers and consumers. It would be no different from a firing pin manufacturer selling its products for inclusion in Uberti's firearms, or a valve manufacturer selling its products to Jabiru for inclusion in the engines in its kits, or a sealant manufacturer selling its product for incorporation in the colonoscope manufactured by Olympus in *Collett*.

In fact, the connection in this case is even farther removed from the examples given above. In our case, the authorized manufacturers to whom LG Chem sold the batteries are not located in Arizona, and are not involved in this case. There is no evidence that LG Chem ever sold its battery cells to the unauthorized wholesalers or retailers of the batteries for use in e-cigarettes.

As discussed above, a non-resident defendant must be found to have knowingly placed its product into a forum by its own unilateral actions, not those of a third party. A component part manufacturer cannot control where the finished product will be sold once the components have been sold to the ultimate manufacturer. There is no evidence in this case that LG Chem sold its battery cells to an ultimate manufacturer located in Arizona.

This brings us to the *Fields* case, raised by Plaintiffs' counsel at the oral arguments hearing. Plaintiffs relied on *Fields* for the proposition that LG Chem's alleged knowledge of third party misuses of its battery cells in Arizona was sufficient to show minimum contacts. The *Fields* case is an unreported order from the circuit court of Florida that involved similar facts as this one. A lithium-ion battery cell manufactured by Samsung had been sold by an unrelated third party to a vape shop in Florida as an e-cigarette battery. The battery exploded in the consumer's pants, causing injuries. In that case, Samsung claimed that the court did not have specific jurisdiction, because the battery cells were manufactured in South Korea, and Samsung did not sell its batteries for the purposes of being converted to e-cigarette batteries to be sold to consumers.

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The Florida judge found that Florida had specific jurisdiction over Samsung based, at least in part, on the primary theory now espoused by Plaintiffs that a battery manufacturer who knows that its products are being misused, and causing injury in a forum, must submit to that forum's jurisdiction. *Id.* at *5. The Florida judge found that Samsung's knowledge of such misuse showed a foreseeability that the misuse would result in injury, which equated to a purposeful availing by Samsung of the Florida market. *Id.*

The Florida court found that Samsung had knowledge of the misuse, because its battery cell specifications included a warning about misuse through vaping. *Id.* The Florida court also found that Samsung had such knowledge, because it was facing similar lawsuits in Florida and in other States. *Id.* at *5.

In addition to this foreseeability conclusion, and perhaps most importantly, the Florida judge found that Samsung sold a substantial amount of its lithium-ion batteries to its intended purchasers throughout Florida, and that Samsung earned millions of dollars from this purposeful business in Florida. *Id.* at *2.

In our case, unlike in *Fields*, there is no evidence that LG Chem sold lithium-ion battery cells in Arizona, nor that it earned any money from battery cell sales in Arizona. In light of this lack of evidence, Plaintiffs heavily relied on *Fields* to support their argument that LG Chem's knowledge of misuse of its battery cells by unrelated third parties was enough to show minimum contacts. Plaintiffs contended that this misuse has been going on for years, such that LG Chem must have known about it, and yet took no action to stop it. Plaintiffs contended that LG Chem's knowledge was based largely upon the LG Chem website. As previously discussed, the website does not support this contention.

The major flaw in the *Fields* case was that the exercise of personal jurisdiction was based on Samsung's alleged knowledge that it was foreseeable that its product would be misused and cause injury. As discussed earlier, foreseeability alone has never been a sufficient benchmark for personal jurisdiction under the Due Process Clause. *Burger King Corp. v. Rudzewicz*, 471 U.S. at 474; *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. at 295.

Additionally, the *Fields* case predicated knowledge based on Samsung being sued for the same types of claims in other courts. This conclusion is meaningless to prove knowledge and foreseeability of misuse of LG Chem's products. Both parties have cited court cases involving LG Chem in support of their respective positions. Plaintiffs have cited cases, like *Berven*, that have exercised jurisdiction over LG Chem, and LG Chem has cited cases that declined to find specific jurisdiction over it. None of those non-Arizona cases has any precedential value. Further, the fact that other jurisdictions have issued conflicting and, at times, confusing, orders does not make them persuasive.

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Further, the fact that LG Chem has been sued throughout the country works against Plaintiffs' argument that LG Chem's lack of action against those that sold the misused battery cells in Arizona equates to purposeful availment. The very fact that the sale of misused LG Chem's battery cells is occurring throughout the country underlies the difficulty in trying to take action against numerous unknown retailers, whose identities may not necessarily be known until a lawsuit is filed. Plaintiffs provided no evidence that LG Chem had prior knowledge as to which retailers were selling the misused products. In light of this, the warnings provided in the LG Chem website may have been the most reasonable way to notify the public of the danger.

The *Fields* case is clearly not precedential. For the reasons stated above, it is not persuasive, either.

Conclusion as to Minimum Contacts Analysis

As previously stated, a court can only find minimum contacts where a defendant can be said to have targeted the forum, not just where it might have predicted that its goods would reach the forum State. *Nicastro*, 564 U.S. at 882. These contacts cannot be accidental or casual, or those brought about by third parties' or a plaintiff's unilateral acts. *Williams v. Lakeview Co.*, 199 Ariz. at ¶17. Secondly, a finding of minimum contacts requires the showing of a nexus between those contacts and the claim asserted. *Id.*

As mentioned before, the analysis should focus on the relationship between the defendant, the State, and the claim. In this case, LG Chem sold its battery cells to companies that safely incorporated them into finished products that were then sold to consumers. Some of those finished products allegedly found their way into Arizona, but none of those finished products had any relationship to the injuries suffered in this case. There was simply no showing that LG Chem targeted Arizona for the sale of its battery cells, and no showing that there was a nexus between the claim, LG Chem, and Arizona.

The Court has analyzed each of the allegations raised by Plaintiffs that LG Chem has minimum contacts with Arizona, which would allow the exercise of specific jurisdiction. The Court has rejected each allegation as being insufficient.

The Court is aware that the determination of jurisdictional contacts must be analyzed not in isolation, but rather in totality. *Planning Group of Scottsdale, L.L.C. v. Lake Mathews Mineral Properties*, 226 Ariz. 262, ¶29 (2011). In reviewing the totality of the allegations, circumstances, and evidence, the Court finds that LG Chem presented sufficient evidence challenging Plaintiffs' allegations in the Amended Complaint, and Plaintiffs have failed to present facts, by affidavit or otherwise, supporting personal jurisdiction. Plaintiffs have failed to meet their burden. The Court

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finds that there is insufficient evidence to show that LG Chem had minimum contacts with Arizona.

Reasonableness

The third prong of the specific jurisdiction test is whether the exercise of personal jurisdiction would be reasonable. LG Chem asserted that the Court does not need to consider the reasonableness factor if it has determined that there are no minimum contacts under the first two prongs of the test. On the surface, the language in many of the cases seems to support LG Chem's position.

The United States Supreme Court has stated that an analysis of reasonableness should follow a finding that minimum contacts exists. In *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 476 (1985), the Court stated that "[o]nce it has been decided that a defendant purposefully established minimum contacts within the forum State...", certain factors should be considered to determine whether it is reasonable to assert personal jurisdiction that would comport with "fair play and substantial justice." Once minimum contacts have been shown, it is then the burden of the non-resident defendant to present a compelling case that it would be unreasonable to exercise personal jurisdiction. *Id.* at 477.

The Arizona appellate courts have restated this indicated procedure. For example, in *A. Uberti and C. v. Leonardo*, 181 Ariz. at 575, the Arizona Supreme Court stated that if the court finds there are minimum contacts, the court must then determine if it is reasonable to exercise jurisdiction. In *Beverage v. Pullman & Comley, LLC*, 232 Ariz. at ¶27, the Court of Appeals found that there were minimum contacts, which required it to then determine whether exercising such jurisdiction would be reasonable. In *Glencore Grain Rotterdam B.V. v. Shivnath Rai Harnarain Co.*, 284 F.3d at 1125, the Ninth Circuit stated that if it found that there were minimum contacts, the court must then analyze whether the assertion of jurisdiction is reasonable.

However, these rulings do not preclude a reasonableness analysis when minimum contacts have not been shown. *Burger King* also included a passage that the reasonableness test may sometimes serve to establish personal jurisdiction, in situations where there has been a lesser showing of minimum contacts than would otherwise be required. *Burger King Corp. v. Rudzewicz*, 471 U.S. at 477.

The latter approach was followed in *Asahi, supra*, in which the Court held that the plaintiffs had failed to show that the non-resident defendant had minimum contacts with the forum State. Nonetheless, the judgment of the Court went on to examine the reasonableness issue. The Court ultimately decided that the exercise of personal jurisdiction over Asahi by the

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forum State would be unreasonable and unfair. *Asahi*, 480 U.S. at 116. The three-justices that concurred in the judgment agreed with Justice O'Connor's opinion that it would not be reasonable to exercise jurisdiction, whether or not minimum contacts were found. *Id.* at 121-2 (Stevens, J., concurring). Justice Stevens' concurrence noted that an "examination of minimum contacts is not always necessary to determine whether a state court's assertion of personal jurisdiction is constitutional," and that a finding of unreasonableness would alone be sufficient to decline jurisdiction. *Id.*

Therefore, this Court must consider the third prong, even though it has found that the first and second prongs were not met. The Court will, therefore, consider whether it would be reasonable to exercise specific jurisdiction over LG Chem. In assessing the reasonableness of exercising jurisdiction, a trial court in an "appropriate case" may evaluate the following factors:

1. The burden on the defendant in defending in the forum State;
2. The forum State's interest in adjudicating the dispute;
3. The plaintiff's interest in obtaining convenient and effective relief;
4. The interstate judicial system's interest in obtaining the most efficient resolution of controversies; and
5. The shared interest of the several States in furthering fundamental substantive social policies.

Burger King Corp. v. Rudzewicz, 471 U.S. at 477.

None of these factors is dispositive in itself, but the Court should balance all of them in making its determination. *Myers v. Bennett Law Offices*, 238 F.3d 1068, 1075 (9th Cir.2001).

Application of the Facts to the Law on Reasonableness

The Black Market Theory

As mentioned above, Plaintiffs shifted their argument from primarily relying on the stream-of-commerce-plus theory to an argument that LG Chem knew that its non-conforming lithium-ion batteries were being dumped on a "black market" to companies that would sell them as e-cigarette batteries, which would cause injury to consumers..Based on this knowledge, Plaintiffs argued that it is reasonable for Arizona to exercise specific jurisdiction over LG Chem.

To support the knowledge argument, Plaintiffs relied in large part on LG Chem's website, which was discussed earlier. Plaintiffs contended that the LG Chem website contained a warning that its batteries should not be misused, because they might explode and cause injury.

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Plaintiffs' argument is that this warning would not have been included unless LG Chem reasonably knew that its lithium-ion batteries would be misused.

Plaintiffs' counsel cited to the reasoning in *Collett* to support this argument. *Collett* simply does not say what Plaintiffs say it says. Before even discussing the inapplicability of *Collett*, the Court believes that Plaintiffs' analysis is fatally defective for lack of proof.

Plaintiffs had the opportunity to conduct jurisdictional discovery. Despite that, Plaintiffs found no evidence to support this "black market" theory. Plaintiffs provided no evidence that there even is a "black market" of LG Chem non-conforming batteries. In fact, no evidence was presented that LG Chem even has non-conforming batteries. Even assuming that such non-conforming batteries existed, Plaintiffs failed to present any evidence as to LG Chem's actual disposition of them. The very essence of Plaintiffs' argument is speculative and unsupported.

There can be no dispute that the LG Chem website's warning clearly indicated that LG Chem knew about the misuse of its lithium-ion batteries. Hence, the warning. That does not equate with a finding that LG Chem's general knowledge created the reasonableness of specific jurisdiction in Arizona. The evidence showed that a third party unrelated to LG Chem sold the battery cells to Arizona retailers to be sold to Arizona consumers. The evidence showed that Hi-Tec rewrapped the battery cell purchased by Mr. Tague into a form unintended by LG Chem. These were not the acts of LG Chem. The Court has previously discussed that specific jurisdiction cannot be created by the unilateral acts of third parties.

Which brings us to the inapplicability of the *Collett* case. At oral arguments, Plaintiffs' counsel seemed to argue that *Collett* created a novel theory that a company is subject to specific jurisdiction if it is aware that its product is being misused by third parties, which misused product may be sold in Arizona, and may cause injury in Arizona. Even though *Collett* is not precedential, that might be a colorably persuasive argument if *Collett* actually said that. It did not.

As discussed above, *Collett* involved a manufacturer of a finished product who was selling its finished product to American consumers through an American marketer. In that situation, the manufacturer's expectation that its product could be sold to any consumer in America clearly satisfied the third prong that it would be reasonable for any court in this country to exercise specific jurisdiction if that finished product caused injury.

The plaintiff in *Collett* alleged that he was injured by a manufacturing/design defect in the colonoscope. There were no allegations that the colonoscope was misused, that a third party was selling the colonoscopes for an unintended purpose, or that Olympus had knowledge of a third party's unauthorized sales of its colonoscopes.

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The question in *Collett* was:

If a foreign corporation sells its product through a separate affiliated distributor throughout the United States but does not specifically instruct its distributor in which states to distribute its product, can someone injured by the product sue the foreign manufacturer in the state where the injured party resides when the party was injured in that state and the product was sold there?

Collett v. Olympus Medical Systems Corp., 437 F. Supp. 3d at 1274.

Collett merely echoed United States Supreme Court's rulings on the third-prong reasonableness argument in regard to a manufacturer of a finished product, who intended that product to be sold throughout the United States. It did not create new federal jurisdictional law, which, in any event, would not be within a district court's authority.

In our case, LG Chem had no expectation that its lithium-ion batteries, as manufactured and intended, would be sold throughout the country to American retailers or consumers. LG Chem's expectation was that its product would be sold to its contractual American customers who would incorporate the lithium-ion battery cells into a safe, finished product, none of which involved e-cigarettes. The fact that nefarious individuals or companies sold or altered the battery cells into a product that was unsafe and not intended by LG Chem does not meet the reasonableness test.

Plaintiffs' argument, if accepted by this Court, would virtually swallow the reasonableness prong to the point where every non-resident component manufacturer would be subject to specific jurisdiction in every State of the Union, whenever its component part was misused, and sold by an unrelated third party for unintended purposes in a forum State.

The Burger King Factors

The Court will now discuss the *Burger King* factors to determine reasonableness.

First, Plaintiffs contended that there is no burden on LG Chem being sued in Arizona, because LG Chem has to spend money anyway to come to America to defend itself in other jurisdictions. That is a circuitous argument, at best. Further, the burden is not just an economical one. This Court has found that Plaintiff has not shown minimum contacts. Requiring LG Chem to defend a lawsuit in a State in which it has not availed itself is a legal burden that should not be allowed.

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Second, Plaintiffs argued that LG Chem should answer to Arizona residents who are injured by its products. Arizona certainly has an interest in adjudicating Plaintiffs' claim for injuries suffered by the explosion of a battery that was sold in Arizona. However, that dispute is between Plaintiffs and Hi-Tec. The Court presumes that Plaintiffs would prefer to have LG Chem as a defendant, because it likely has deeper pockets than Hi-Tec. But that preference does not create a basis for specific jurisdiction over LG Chem. The United States Supreme Court has agreed that a State has a strong interest in protecting its citizens from defective products, but "the Constitution commands restraint before discarding liberty in the name of expediency." *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. at 887.

Third, Plaintiffs will still have their day in court in Arizona against the party that sold the injury-causing item. Further, nothing prohibited Plaintiffs from suing the company or companies that sold the batteries to Hi-Tec. These parties have been identified, and Plaintiffs could have brought them into this lawsuit to answer for their actions that targeted Arizona. Plaintiffs have a convenient and effective relief.

Fourth, Arizona, unlike the federal court system, does not have the interstate judicial system's interest in obtaining the most efficient resolution of controversies. Arizona can only adjudicate cases in its jurisdiction.

Fifth, this Court certainly shares an interest with other States to further fundamental substantive social policies. Plaintiffs argued that in today's world where multi-national companies' products are sold worldwide, it is unfair, and, therefore, against public policy, to allow LG Chem to evade justice when it knows its product, albeit sold or modified by unrelated third parties, caused injuries to an Arizona resident. Plaintiffs relied upon *Berven* and *Fields* for this argument.

The problem with that argument is that it goes against United States Supreme Court precedents on determining specific jurisdiction. The Supreme Court has stated that its precedents "make clear that it is the defendant's actions, **not his expectations**, that empower a State's courts to subject him to judgment." *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. at 883 [emphasis added]. The jurisdictional conclusion is a question of authority, not fairness. *Id.* General fairness considerations are "not the touchstone of jurisdiction." *Id.* at 883-4. Instead, a trial court must determine in the first instance if the foreign defendant availed itself of the forum State's jurisdiction. *Id.*

If there was evidence that LG Chem had some involvement in the distribution of the misused battery cells, and that it had profited from that distribution, there might be a reasonable public policy argument that LG Chem should defend itself in Arizona. That was not the

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evidence. The fact that LG Chem's knowledge that third parties have sold the battery cells in a dangerous condition does not make it reasonable to hale LG Chem into an Arizona court.

The social policy in this case is that e-cigarette wholesalers and retailers should not sell dangerous products that they know are not intended for the use to which they are exploiting them. This lawsuit will certainly be able to address that social policy against the retailer that sold the lithium-ion battery. Again, nothing prohibited Plaintiffs from suing the companies from Shenzhen, China or Tempe, Arizona that sold the batteries to Hi-Tec.

The Ninth Circuit has added three factors to the above test, which it attributed to *Burger King*. These were (1) the extent of a defendant's purposeful interjection into the forum state's affairs; 2) the extent of conflict with the sovereignty of the defendant's home state; and (3) the existence of an alternative forum. *Glencore Grain Rotterdam B.V. v. Shivnath Rai Harnarain Co.*, 284 F.3d 1114, 1125 (9th Cir. 2002). While these factors may have been gleaned somewhere in *Burger King*, the actual case upon which *Glencore* relied was a Ninth Circuit decision, which in turn cited to another Ninth Circuit decision, which in turn cited to another Ninth Circuit decision. None of those cases appeared to specifically cite to *Burger King* as a basis for the additional factors.

This Court is not bound by Ninth Circuit decisions. Out of an abundance of caution, however, the Court will also consider these additional factors. The Court has already determined that LG Chem did not purposefully interject itself in Arizona's affairs. No evidence was presented on the extent of conflict with the sovereignty of South Korea. While there may be an alternative forum in the United States, insufficient evidence was presented on this factor.

After balancing the factors, the Court finds that it would not be reasonable to exercise personal jurisdiction over LG Chem in this case.

Conclusion as to Specific Jurisdiction

The Court previously found that the Amended Complaint stated a *prima facie* case for specific jurisdiction over LG Chem, but that LG Chem had presented evidence to rebut that *prima facie* showing. For that reason, the Court determined that additional evidence was needed to determine whether Arizona had personal jurisdiction over LG Chem.

After being allowed to conduct jurisdictional discovery, Plaintiffs failed to provide colorable evidence that LG Chem had any involvement with lithium-ion batteries in Arizona, and failed to show that LG Chem had minimum contacts with Arizona. LG Chem presented sufficient evidence challenging Plaintiffs' *prima facie* showing, and showing that it would be unreasonable for Arizona to exercise jurisdiction. Even if Plaintiffs' evidence had established

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minimum contacts, which it did not, LG Chem presented a compelling case that it would be unreasonable to exercise personal jurisdiction.

Plaintiffs' Response to LG Chem's Motion to Dismiss, including their evidence, and their counsel's oral arguments, were wholly lacking in presenting "facts, by affidavit or otherwise, supporting personal jurisdiction." *Armstrong v. Aramco Services Co.*, 155 Ariz. at 348.

The Court finds that the evidence showed 1) there was no purposeful conduct by LG Chem to target Arizona; 2) there was not a nexus between LG Chem and the claims asserted by Plaintiffs; and 3) the exercise of personal jurisdiction would not be reasonable.

Plaintiffs' Motion for Leave to File Third [Second] Amended Complaint

Rule 15(a)(2) of the Rules of Civil Procedure states that "a party may amend its pleading only with leave of court or with the written consent of all opposing parties who have appeared in the action. Leave to amend must be freely given when justice requires." Plaintiffs objected to the Motion, so the Court must consider whether leave to amend is appropriate.

Amendments to pleadings are liberally allowed. *Owen v. Superior Court*, 133 Ariz. 75, 79 (1982). The Rules favor trial on the merits, and amendment will be permitted unless there has been undue delay, bad faith, dilatory action, undue prejudice to the opposing party, or futility in the amendment. *Id.*; *Bishop v. State, Department of Corrections*, 172 Ariz. 472, 474-5 (App. 1992). Absent these circumstances, leave to amend a pleading should be granted if the underlying facts or circumstances relied upon may be a proper subject of relief. *MacCollum v. Perkinson*, 185 Ariz. 179, 185 (App. 1996). Denial of leave to amend is generally an abuse of discretion where the amendment merely seeks to add a new legal theory. *Id.*

In this case, Plaintiffs sought leave to amend in order that the pleadings supported the facts and arguments in their Response to the Motion to Dismiss. However, this was not a case in which the Court would refuse to consider the Plaintiffs' Response unless a corresponding Complaint was filed. In requesting the supplemental briefings, the Court intended to consider and analyze both sides' arguments, regardless if they were fully pled in a complaint.

If the Court had found that it had specific jurisdiction over LG Chem, it would have likely granted leave for the Third [Second] Amended Complaint to be filed. However, because the Court finds that it does not have personal jurisdiction over LG Chem, the filing of another Amended Complaint would be futile.

IT IS ORDERED that Plaintiffs' request to reopen and expand jurisdictional discovery is denied.

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IT IS ORDERED that Defendant LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction is granted.

IT IS FURTHER ORDERED that the First Amended Complaint, which took the place of the original Complaint, is dismissed with prejudice as to LG Chem, Ltd.

IT IS FURTHER ORDERED that Plaintiffs' Motion for Leave to Amend Complaint is denied.

IT IS FURTHER ORDERED that any relief requested that was not granted herein is denied.

/s/ HON. THEODORE CAMPAGNOLO

HON. THEODORE CAMPAGNOLO
JUDGE OF THE SUPERIOR COURT

EXHIBIT D

FILED**September 8, 2020****Hon. Thomas Daniel McCloskey, J.S.C.****The Hon. Thomas Daniel McCloskey, J.S.C.**

Superior Court of New Jersey
Law Division, Middlesex County
Middlesex County Courthouse
56 Paterson Street, 3rd Floor
Chambers/Courtroom 305
New Brunswick, New Jersey 08903

PREPARED BY THE COURT:**JESSE C. CRIBB,**

Plaintiff,

v.

**WHEELHOUSE VAPES, LG CHEM
LTD., and JOHN DOES 1–100,** (fictitious
designations),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY
DOCKET NO.: MID-L-0391-18

**ORDER GRANTING MOTION
TO DISMISS PLAINTIFF'S COMPLAINT
AGAINST DEFENDANT LG CHEM, LTD.
PURSUANT TO R. 4:6-2(b) FOR LACK
OF PERSONAL JURISDICTION**

ELECTRONICALLY FILED - 2021 Feb 01 8:53 AM - UNION - COMMON PLEAS - CASE#2019CP4400054

THIS MATTER, having come before the Court on the renewed application ("Motion") of the law firm of Lewis Brisbois Bisgaard & Smith, LLP (James S. Rehberger, Esq. and Christopher U. Warren, Esq., appearing) and the law firm of Nelson, Mullins, Riley & Scarborough LLP (Rachel Atkin Hedley, Esq., appearing *pro hac vice*), attorneys and co-counsel for the Defendant, **LG Chem, Ltd.**, in the above-captioned matter, seeking an Order pursuant to R. 4:6-2(b) to dismiss the Plaintiff's Complaint for lack of personal jurisdiction; and, in the presence of the law firm of Stark & Stark, P.C. (Chinsu Shajan, Esq. and Domenic B. Sanginiti, Jr., Esq., appearing), attorneys for the Plaintiff, Jesse C. Cribb, appearing in opposition thereto;

AND THE COURT, having reviewed and considered the moving papers, those submitted in opposition thereto, those submitted in reply and permitted sur-reply thereto, having heard the extensive oral argument of counsel present on the return date of the Motion, for the reasons more fully set forth in the Court's written "Opinion" attached hereto and made a material and integral part hereof, and for good cause having otherwise been shown:

IT IS on this 8th day of **SEPTEMBER 2020**:

ORDERED, that the Motion, be, and the same hereby is, **GRANTED**; and, more specifically, it is further

ORDERED, that the Plaintiff's Complaint, together with any and all claims and crossclaims asserted against the Defendant, **LG Chem, Ltd.**, in this matter, be, and the same hereby is **DISMISSED**, with prejudice, and without costs.

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on all counsel of record upon its posting by the Court to the eCourts case jacket for this matter.

SO ORDERED:



HON. THOMAS DANIEL McCLOSKEY, J.S.C.

(X) Opposed.

On this date, pursuant to R. 1:6-2, the Court's written "Opinion" setting forth its statement of reasons has been attached hereto and made a part hereof.

PAPERS CONSIDERED:

- (X) Defendant's Notice of Motion
- (X) Defendant's supporting Certification (with annexed exhibits)
- (X) Defendant's Brief in support
- (X) Plaintiff's Opposition Certification (with annexed exhibits)
- (X) Plaintiff's Opposition Brief

- (X) Defendant's Reply Brief (and annexed exhibits)
- (X) Plaintiff's Sur-Reply Letter Brief
- (X) Defendant's Sur-Reply Letter Brief.

ELECTRONICALLY FILED - 2021 Feb 01 8:53 AM - UNION - COMMON PLEAS - CASE#2019CP4400054

NOT FOR PUBLICATION WITHOUT THE APPROVAL
OF THE COMMITTEE ON OPINIONS

-----	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION
	:	MIDDLESEX COUNTY
JESSE C. CRIBB,	:	DOCKET NO.: MID-L-0391-18
	:	
Plaintiff,	:	<u>Civil Action</u>
	:	
v.	:	
	:	OPINION
WHEELHOUSE VAPES, LG CHEM	:	
LTD, and JOHN DOES 1-100 (fictitious	:	
Designations),	:	
	:	
Defendants.	:	
	:	

Argued: **August 21, 2020**; Decided: **September 8, 2020**.

COUNSEL APPEARANCES:

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McCLOSKEY, J.S.C.**I. Preface.**

This matter came before the Court on Friday, August 21, 2020, for oral argument on the application (“Motion”) of the firms of Lewis Brisbois Bisgaard & Smith, LLP (James S. Rehberger, Esq. and Christopher U. Warren, Esq., appearing) and Nelson, Mullins, Riley & Scarborough LLP (Rachel Atkin Hedley, Esq., appearing *pro hac vice*), attorneys and co-counsel for the Defendant, LG Chem, Ltd., (“Defendant” or “LG Chem”). Ms. Hedley argued the cause on behalf of the Defendant. The Motion seeks an Order pursuant to R. 4:6-2(b) dismissing the Complaint of the Plaintiff, Jesse C. Cribb (“Plaintiff”), with prejudice, for lack of personal jurisdiction over the Defendant. The firm of Stark & Stark, P.C. (Dominic Bruno Sanginiti, Esq. and Chinsu Shajan, Esq., appearing), attorneys for and on behalf of the Plaintiff, appeared in opposition thereto. Ms. Shajan argued the cause on behalf of the Plaintiff.

The underlying action was initiated upon the filing of the Plaintiff’s Complaint on January 19, 2018. According to the Complaint, the suit arises from an incident that occurred on January 29, 2016 when the Plaintiff, while at work sitting at his desk, is alleged to have suffered and sustained severe burns and other personal injuries after a battery in his electronic cigarette (e-cigarette) vaping device exploded in his pants pocket. Complaint, ¶¶ 1, 22. Plaintiff identified the battery at issue as one of “chocolate LG 18650 Batteries” he purchased from the Defendant, Wheelhouse Vapes. Id. ¶ 21. The Complaint names Wheelhouse Vapes, LG Chem, and JOHN DOES 1-100 and asserts against them claims for strict liability (First Count), negligence (Second Count) and violations of the New Jersey Product Liability Act, N.J.S.A. 2A:58C-1, *et seq.* (“PLA”). The Complaint also describes Wheelhouse, LG Chem and JOHN DOES 1-100 as “manufacturers, designers, assemblers, packagers, testers, fabricators, inspectors, marketers, wholesalers, distributors, and retailers of the electronic cigarette equipment and their component parts at issue”. Id. ¶¶ 32, 49.

Specifically, in this action, the Plaintiff seeks to recover damages for the serious burns and severe personal injuries he alleges to have sustained upon the explosion of the e-cigarette vape device he had been using, which explosion he attributes to an LG 18650 lithium-ion battery in the device that is further alleged to have been manufactured by LG Chem with a manufacturing and/or design defect (and without warnings); and which battery, through LG Chem, was allegedly marketed, sold and distributed to Wheelhouse Vapes who, in turn, sold it to the Plaintiff.¹

¹ For all intents and purposes, this case at its core is a product liability action. The Plaintiff’s claims for negligence – and, for that matter, any that were or could be later made under theories of implied warranty, except any to be made of express warranty – are deemed subsumed within the claims asserted under the New Jersey Product Liability Act, N.J.S.A. 2A:58C-1, *et seq.* See, e.g. Tirrell v. Navistar Intern., Inc., 248 N.J.Super. 390, 398 (App. Div. 1991, certif. den., 127 N.J. 390 (1990) (holding that N.J.S.A. 2A:58C-1b(3) effected a merger of all product liability actions – except for express warranty claims – into one claim “for harm caused by a product, irrespective of the theory underlying the claim . . .”, and interpreting this section to mean that negligence and other common law claims other than for breach of express warranties are generally ‘subsumed’ within the statutory cause of action).

Shortly after filing its Answer on December 12, 2018, LG Chem filed a motion on March 12, 2019 seeking an Order dismissing the Complaint pursuant to R.4:6-2(b) for lack of personal jurisdiction. On May 24, 2019, the Court denied the motion, without prejudice to its renewal, in order to allow the parties to conduct jurisdictional discovery. LG Chem then produced extensive information regarding its business activities relating to 18650-lithium ion battery cells, including detailed information on sales to its customers – none of which are located in New Jersey – and produced a corporate witness for deposition pursuant to Plaintiff’s notice identifying 54 separate topics, in addition to answering numerous notices to produce and requests for admission.

On December 4, 2019, LG Chem renewed its motion to dismiss, attaching in support the Certification of Joon Young Shin (a self-described Team Leader of the Customer Service Team and authorized corporate representative of LG Chem), and its further answers to Plaintiff’s jurisdictional interrogatories, claiming again the produced discovery confirmed the lack of any connection to New Jersey related to the matters raised in the Plaintiff’s Complaint. The Court heard argument on the renewed motion on January 10, 2020 but, again, by Order of that date denied the motion without prejudice to its renewal upon full compliance with the Court’s intervening Order of November 22, 2019. The Court further ordered LG Chem to provide more specific responses and documents to some, but not all, of what LG Chem claimed were the Plaintiff’s wide-ranging discovery requests, and that the Court identified in Schedule “A” that was attached to the Order.

In entering its January 10, 2020 Order (with Schedule “A”), the Court overruled LG Chem’s objections that discovery into its business activities in other U.S. States, and throughout the world, was irrelevant to the jurisdictional question before the Court. Consequently, LG Chem complied and provided more specific answers and documents as had been described in Schedule “A”. In the latter regard, to facilitate the responses and document production, the Court entered a “Discovery Confidentiality and Protective Order” on January 30, 2020. Thus, on January 31, 2020 LG Chem served further responses and documents to those Plaintiff’s discovery demands delineated in Schedule “A” to the Court’s Order of January 10, 2020, and thereafter the Plaintiff never raised any further issue or objection regarding those particular responses.

Following an ensuing Order of the Court filed on April 23, 2020 that granted the parties additional extensions of time to complete jurisdictional (and merits-based) discovery due to the unanticipated intervention of the COVID-19 global pandemic and the declared national and New Jersey Public Health and States of Emergencies, and the completion of jurisdictional discovery, LG Chem now renews its motion to dismiss for lack of personal jurisdiction. Trial is currently scheduled for November 30, 2020.²

After having permitted the Plaintiff the opportunity to conduct what turned out to be extensive jurisdictional discovery, as case law demands; having reviewed and considered the submissions of the Defendant in support of the Motion, those submitted on behalf of the Plaintiff in opposition thereto, and those submitted in reply and permitted sur-reply to the parties’ respective

² In that Wheelhouse Vapes has never answered or otherwise responded to the Complaint, by Order filed on March 27, 2020 the Court entered judgment by default on the issue of liability in favor of the Plaintiff and against Wheelhouse Vapes pursuant to R. 4:43-2.

submissions, the Court heard the oral argument of the Motion on the return date of August 21, 2020. The Court's decision on the Motion now follows.

II. The Court's Analyses – Discussion of Applicable Law.

A. Relevant Factual Background & Related Procedural History.

All facts are taken from the Complaint and the parties' extensive submissions to the extent they are not disputed unless stated otherwise.

As noted, this case involves the explosion of a cylindrical lithium-ion battery used to power a vaping device which allegedly exploded, firing shrapnel, flames, and chemical residue into the leg and body of Plaintiff. *See Complaint*, ¶¶ 21-27, attached to Defendant's moving papers as Exhibit "A". The "chocolate LG 18650 Batteries" were purchased in 2016 from a retail store, Wheelhouse Vapes, with its principal place of business in Manville, New Jersey. *Complaint*, ¶¶ 21-22, attached to Defendant's moving papers as Exhibit "A". The explosion occurred while Plaintiff was at work. *Complaint*, ¶¶ 22-27, attached to Defendant's moving papers as Exhibit "A". Following discovery, Plaintiff alleges it was revealed that the battery was actually "manufactured, designed, distributed, sold and placed into the stream of commerce" by Defendant LG Chem. *Complaint*, ¶¶ 28-43 attached to Defendant's moving papers as Exhibit "A".

LG Chem is a South Korean company with its headquarters and principal place of business in Seoul, South Korea. *See Rehberger Cert.*, Exhibit K (Shin Cert.) ¶ 4. LG Chem manufactures lithium-ion cells for use in specific applications by sophisticated companies. *Id.* ¶ 10. It does not design, manufacture, distribute, advertise, or sell lithium-ion cells for use by individual consumers as standalone, replaceable, rechargeable batteries in electronic cigarette or vaping devices. *Id.* ¶¶ 11-12; Exhibit G, LG Chem's Answers to Plaintiff's Jurisdictional Interrogatories, No. 1. LG Chem claims it has never distributed or sold any LG 18650 lithium-ion cells in New Jersey; it has never conducted any business with Wheelhouse Vapes, does not direct or control its actions, and has never authorized Wheelhouse Vapes to distribute or sell LG brand lithium-ion cells for any purpose, including for use by individual consumers as standalone, replaceable, rechargeable batteries in e-cigarette or vaping devices. *Id.*, LG Chem's January 31, 2020 More Specific Answers to Plaintiff's Jurisdictional Interrogatories, Nos. 1, 6; Exhibit K, Shin Cert. ¶¶ 9, 13-14. Indeed, LG Chem has never authorized any distributor, retailer, or re-seller to distribute or sell any lithium-ion cells for use by individual consumers as standalone, replaceable, rechargeable batteries in e-cigarette or vaping devices. *Id.*, LG Chem's January 31, 2020 More Specific Answers to Plaintiff's Jurisdictional Interrogatories, Nos. 6, 39, 40-42; Exhibit K, Shin Cert. ¶ 15.

As noted, on March 12, 2019, Defendant LG Chem filed a motion to dismiss for lack of jurisdiction, pursuant to R. 4:6-2(b). On May 24, 2019, an Order was entered by the undersigned denying LG Chem's motion to dismiss without prejudice, in order to allow the parties to conduct jurisdictional discovery on the disputed issue of personal jurisdiction. *See Rehberger Cert.*, Exhibit E. During that hearing, LG Chem brought to the Court's attention an Order issued by Judge Marczyk in Atlantic County, dismissing a similar claim against LG Chem for lack of personal jurisdiction. Plaintiff argued the facts were distinguishable, and that this action was more similar to an action pending before Judge Bradshaw, in Middlesex County. *See Rehberger Cert.*, Exhibit

D, Transcript of Hearing, at 14:1-5. Attached as Exhibit T to the Defendant's moving papers was a copy of an Order entered by Judge Bradshaw on April 24, 2020, granting LG Chem's (and LG Chem America, Inc.'s) motion to dismiss after jurisdictional discovery revealed no suit-related contacts to support the exercise of jurisdiction in New Jersey over either LG Chem or LG Chem America, Inc.³

In this matter, on June 25, 2019, Plaintiff propounded 112 jurisdictional interrogatories upon LG Chem. LG Chem objected to the requests as overbroad and not related to the fundamental issue of personal jurisdiction. Nevertheless, after multiple attempts to confer with Plaintiff were unsuccessful, the scope of objections were presented to the Court, and the Court directed LG Chem to provide supplemental responses. LG Chem complied. *See Rehberger Cert.*, Exhibit F.

On December 4, 2019, LG Chem renewed its Motion to Dismiss, attaching in support the Certification of Joon Young Shin and its further answers to Plaintiff's interrogatories, which it claimed again confirmed it lacked any connection to New Jersey related to the matters at issue in Plaintiff's Complaint. *See Rehberger Cert.*, ¶ 13. As previously noted, the Court heard argument on LG Chem's renewed motion to dismiss on January 10, 2020, and ordered LG Chem to provide further responses to some, but not all, of Plaintiff's wide-ranging discovery requests. Although LG Chem maintained its objection that discovery into its business activities in other U.S. States, and throughout the world, is irrelevant to the jurisdictional question before the Court, LG Chem answered Plaintiff's extensive discovery demands pursuant to the Court's orders. LG Chem served its further responses on January 31, 2020, and Plaintiff has never raised any further issues or objections regarding those responses. *Rehberger Cert.*, Exhibit O.

Over the course of the past year, LG Chem answered approximately 130 discovery requests and produced thousands of pages of confidential and proprietary business information regarding its worldwide business activities related to 18650 lithium-ion battery cells. Such information included, sales data, shipping invoices, bills of lading, customer names and locations, and distributor names and locations. LG Chem also answered questions concerning the contents of its website, its relationship with LG Chem America, Inc., and its relationship (or lack thereof) with other LG entities operating in the United States. LG Chem contends those discovery responses confirmed the following:

- LG Chem's sells its lithium-ion battery cells to sophisticated customers who understand the specifications for 18650 lithium-ion battery cells and that the cells are intended to be placed into battery packs with the appropriate protection circuitry. *Rehberger Cert.*, Exhibit O, LG Chem's Jan. 31, 2020 More Specific Answers to Plaintiff's Jurisdictional Interrogatories, Request No. 8.

³ Unlike here, however, the plaintiff in that matter - though accorded an opportunity to conduct jurisdictional discovery within the 90-day period Judge Bradshaw allotted - conducted comparatively limited discovery (other than interrogatories) and never sought to object to what was provided or seek to extend the time for same, nor was jurisdictional discovery extended. Thus, in the absence of proofs sufficient to sustain the burden of establishing a basis for the exercise of personal jurisdiction over LG Chem or LG Chem America, Judge Bradshaw addressed the issue of jurisdiction on the merits, the motion to dismiss was granted, and the complaint dismissed.

- LG Chem never conducted any business with Wheelhouse Vapes and never authorized any distributor, retailer, or re-seller to distribute or sell any lithium-ion cells for use by individual consumers as standalone, replaceable, rechargeable batteries in e-cigarette or vaping devices. Id., Special Interrogatory No. 6.
- LG Chem has never sold, shipped, or distributed its lithium-ion battery cells to any person or business in New Jersey. Id., Special Interrogatory Nos. 1, 93.
- LG Chem never had any authorized distributors of 18650 lithium-ion cells in New Jersey. Rehberger Cert., Exhibit O, LG Chem's Jan. 31, 2020 More Specific Answers to Plaintiff's Jurisdictional Interrogatories, Request No. 3; Rehberger Cert., Exhibit AA, LG Chem's June 26, 2020 Supplemental Answers to Plaintiff's Jurisdictional Interrogatories, No. 3.
- No LG Chem subsidiary or affiliated company ever sold or shipped LG lithium-ion battery cells to any person or business in New Jersey. (Id., No. 31, 32).
- LG Chem did not have any authorized wholesalers or retailers of LG lithium-ion battery cells in New Jersey from January 1, 2013 to present. (Id., No. 36, 37).
- LG Chem has never advertised and has not authorized any person to advertise LG lithium-ion battery cells to any person or business in New Jersey. (Id., Nos. 44, 94).

LG Chem supported its Motion to Dismiss with admissible evidence that, it argues, established the following facts: (1) LG Chem only sells its lithium-ion battery cells to sophisticated customers, (2) LG Chem does not design, manufacture, distribute, advertise or sell its lithium-ion battery cells to consumers for use as standalone, replacement batteries for any purpose, (3) LG Chem never conducted business with the New Jersey vape shop where Plaintiff bought his batteries, (4) LG Chem never conducted business with any New Jersey vape shop or other retailer of consumer batteries, and (5) LG Chem never authorized anyone to sell its lithium-ion battery cells to consumers, like the Plaintiff, in New Jersey, or anywhere else.

As to related entities, LG Chem also noted that LG Chem America, Inc., LG Chem Michigan, Inc. ("LG Chem Michigan") and LG Electronics USA, Inc. ("LG Electronics USA") are all separate and distinct corporate entities, none of which are defendants in this case. LG Chem America, Inc., an indirect subsidiary of LG Chem (and a wholly owned subsidiary of LG Chem Michigan), is a Delaware corporation with its principal place of business in Atlanta, Georgia.

LG Chem America, Inc., as an indirect subsidiary of and alleged marketing arm for LG Chem, for a brief time had a registered agent in New Jersey while another entity, LG Electronics USA, Inc., was at the same time pursuing development approvals to construct a North America headquarters in Englewood Cliffs, New Jersey. It appears that it was this presence (and certain sales records, discussed infra) that the Plaintiff contends placed LG Chem in New Jersey for purposes of jurisdiction and potential liability to the Plaintiff. LG Chem argues that abbreviated presence was and is irrelevant to the question of jurisdiction of LG Chem since LG Chem America, Inc. (a wholly owned subsidiary of LG Chem Michigan), is a Delaware corporation, and with a

principal place of business in Atlanta, Georgia); and, that LG Electronics USA is a separate and distinct corporate entity from LG Chem. LG Electronics USA's corporate parent is LG Electronics, Inc., a Korean company.

Plaintiff's argument in opposition focuses on his interpretation of a spreadsheet produced by LG Chem in discovery that Plaintiff claims is inconsistent with LG Chem's written discovery responses.⁴ Specifically, Plaintiff argues the sales spreadsheet reveals that approximately 4,920,584 18650 lithium-ion batteries were sold by Defendant LG Chem to LG Chem America listed as the customer. *See* Sales Records, attached to Plaintiff's Opp. Cert. as Exhibit "C". Of that, approximately 4,099,607 18650 lithium-ion batteries were sold by Defendant LG Chem before 2015 to LG Chem America as the customer while it was located in the State of New Jersey. *See* Sales Records, Plaintiff's Opp. Cert., Exhibit "C". Approximately 1,189,100 of those 18650 lithium-ion batteries were sold by Defendant LG Chem to LG Chem America appearing in both customer and destination column. *See* Sales Records, Plaintiff's Opp. Cert., Exhibit "C". Of that, approximately 875,100 18650 lithium-ion batteries were sold by Defendant LG Chem to LG Chem America appearing in the customer and destination column before 2015 while it was located in the State of New Jersey. *See* Sales Records, Plaintiff's Opp. Cert., Exhibit "C".

But when pressed at oral argument by the Court, after nearly a full year of conducting in-depth jurisdictional discovery, Plaintiff's counsel conceded that there was no evidence to support a claim that LG Chem America (or, for that matter, LG Electronics USA), while temporarily having a presence in New Jersey, actually sold any 18650 lithium-ion batteries to anyone in New Jersey – whether a wholesaler, retailer, or any entity. To the contrary, LG Chem argued – and the proofs established – that it does not sell directly to retailers anywhere, and certainly did not to any in New Jersey at any time, including the relevant time frames here.

The Court concurs with Defendant's view in its reply that there is no inconsistency in LG Chem's discovery responses. The sales spreadsheet on which Plaintiff heavily relies documents all shipments of LG Chem's 18650 battery cells to anyone in the United States during the time period January 2012 through September 2018. Those documents do not provide evidence that LG Chem shipped any cells to New Jersey, only that LG Chem America, Inc., while temporarily in New Jersey, was involved in transactions for 18650 cells to three customers elsewhere in the U.S. LG Chem produced voluminous information identifying every single U.S. customer for its 18650 lithium-ion battery cells from January 2012 to September 2018.

Those customers included original equipment manufacturers, battery packers, and three distributors. None of the customers are located in New Jersey, and to LG Chem's knowledge, as the evidence shows, none of the customers shipped LG Chem's battery cells to anyone in New Jersey – whether for approved use, embedded in battery packs, or for unapproved distribution to a retail vape market. In other words, discovery confirms that LG Chem did not ship a single cell to New Jersey and that LG Chem did not engage in any attempt to serve a consumer vaping market

⁴ It is important to note that email and hard copies of the Plaintiff's opposition were separately provided to the Court's chambers, and defense counsel, since the opposition submission contained numerous documents that had been produced by LG Chem pursuant to the terms and provisions of the Court's "Discovery Confidentiality and Protective Order" entered on January 30, 2020.

in New Jersey, or anywhere else, whether directly or indirectly. As a result, LG Chem argues that these facts are dispositive of the jurisdictional issue.

Although the Defendant vape shop from which Plaintiff alleges he purchased the subject battery – namely, Wheelhouse - has not filed an answer and default judgment has since been entered against it on the issue of liability, discovery conducted in other matters pending in New Jersey, cited to by Plaintiff's counsel (in which Plaintiff's counsel, Stark & Stark, also represents several plaintiffs) has revealed that vape shops typically purchase lithium-ion cells via third party entities located in China and/or from a distributor, which likewise purchases the cells from overseas. Rehberger Cert., Exhibit O, LG Chem's Answers to Plaintiff's Jurisdictional Interrogatories, No. 6. LG Chem's discovery responses and the testimony of its corporate witness confirms that LG Chem is not involved in this chain of distribution and has never directed its 18650 battery cells to a consumer market to be sold to individual consumers for use as standalone batteries.

In other cases in New Jersey, discovery has revealed that the vape shops and distributors, some of which are supplied by a company called E Group, Inc., have acquired their supply of battery cells from companies in China, without LG Chem's authorization or involvement. Plaintiff's recitation of a brief summary regarding other lawsuits in New Jersey failed to apprise the Court of these details. No court in New Jersey has concluded that personal jurisdiction can properly be exercised over LG Chem in cases involving similar claims. Three courts in New Jersey have already held jurisdiction is lacking over LG Chem on similar claims, and numerous courts around the country, including the Supreme Court of Missouri, have recognized the constitutional principles that preclude the exercise of specific jurisdiction over a foreign manufacturer when its product arrives in the forum state as the result of the unilateral actions of third parties, and not as the result of any action directed by the manufacturer to the forum state.

This Court stated on January 10, 2020 that it would conduct an evidentiary hearing, if necessary, after completion of jurisdictional discovery, pursuant to the standards outlined by the Appellate Division in Rippon v. Smigel, 449 N.J. Super 344 (App. Div. 2017). In Rippon, the Appellate Division reiterated that the question of jurisdiction must be resolved before the matter may proceed. Id., 449 N.J. Super. at 358. In addition, the Appellate Division cited with approval the Third Circuit's decision in Toys "R" Us, Inc. v. Step Two, S.A., 318 F.3d 446, 456 (3d Cir. 2003) regarding the circumstances when a plaintiff should be afforded the opportunity to conduct jurisdictional discovery. Id., 449 N.J. Super. at 358.

From the outset of suit here, this Court recognized that Plaintiff's allegations, standing alone, did not establish that jurisdiction could be exercised over LG Chem. Hence, consistent with the Appellate Division's admonition in Rippon, the Court granted Plaintiff the opportunity to conduct extensive jurisdictional discovery, and into virtually all aspects of LG Chem's business activities throughout the United States related to 18650 lithium-ion battery cells. Consequently, in light of the extensive record developed over the course of the past year and presented in the motion record, and, consistent with Rippon, having accorded the Plaintiff more than ample

opportunity to conduct jurisdictional discovery, the Court has a fully developed factual record upon which to address and resolve the jurisdictional issue raised.⁵

B. The Standards of Review.

“A fundamental question in every legal action is whether a given court has jurisdiction to preside over a given case. Absent personal jurisdiction over the parties, a judge has no authority to proceed.” Dutch Run-Mays Draft, LLC v. Wolf Block, LLP, 450 N.J. Super. 590, 595 (App. Div. 2017), certif. den. 231 N.J. 176 (2017).

Once the defendant raises a dispute as to jurisdiction, it is the plaintiff’s burden to establish sufficient facts demonstrating the Court’s jurisdiction by a preponderance of the evidence. *See Baanyan Software Servs., Inc. v. Kuncha*, 433 N.J. Super. 466, 476 (App. Div. 2013); *Carteret Sav. Bank, FA v. Shushan*, 954 F.2d 141, 146 (3d Cir. 1992). Plaintiff can only satisfy this burden by “establishing with reasonable particularity sufficient contacts between the defendant and the forum state.” *Mellon Bank (E.) PSFS, Nat. Ass’n v. Farino*, 960 F.2d 1217, 1223 (3d Cir. 1992) (internal quotations and citation omitted). The plaintiff bears the burden of establishing the requisite jurisdictional facts with actual proofs in the form of “sworn affidavits, certifications, or testimony.” *Baanyan Software Servs.*, 433 N.J. Super. at 477. He may not survive the motion by relying on the bare pleading. *Time Share Vacation Club v. Atlantic Resorts, Ltd.*, 735 F.2d 61, 66 n.9 (3d Cir. 1984). “New Jersey courts may exercise personal jurisdiction over a non-resident defendant ‘consistent with due process of law.’” *R.* 4:4–4(e). New Jersey’s long arm jurisdiction extends ‘to the uttermost limits permitted by the United States Constitution.’” *Baanyan*, 433 N.J. Super at 473 (citing *Avdel Corp. v. Mecure*, 58 N.J. 264, 268 (1971)). New Jersey’s courts look to federal law for the interpretation of the Constitutional limits on *in personam* jurisdiction. *See Wilson v. Paradise Vill. Beach Resort & Spa*, 395 N.J. Super. 520, 527–28 (App. Div. 2007).

A court’s jurisdiction is “a mixed question of law and fact” and when presented with a motion to dismiss on the basis of lack of jurisdiction, the trial court must make findings of the “jurisdictional facts because disputed jurisdictional allegations cannot be accepted on their face.” (internal citations omitted). *Rippon v. Smigel*, 449 N.J. Super. 344, 359 (App. Div. 2017) (citing *Citibank, N.A. v. Estate of Simpson*, 290 N.J. Super 519, 532 (App. Div. 1996)). When a motion to dismiss for lack of jurisdiction is made, only the jurisdictional allegations are relevant, not the sufficiency of the allegations respecting the cause of action. *Id.* And, the trial court must make its findings after affording the parties an appropriate opportunity for discovery on the jurisdictional issues, *id.* – which, in this case, has been done.

⁵ While it took nearly a full year, the Court pauses to note that counsel on both sides managed to conduct and complete jurisdictional discovery within the time limitations allotted (and as extended by the Court) notwithstanding significant disruptions caused by the intervening breakout of the COVID-19 global pandemic – which discovery included production of documents from, and depositions taken of witnesses located in, other jurisdictions and in Korea. The consummate professionalism exhibited by all counsel and the extraordinary, yeoman efforts made by each and every one of those involved in this litigation did not go unnoticed and was genuinely appreciated by this Court. I am not afraid to say, but rather, am proud and privileged to commend them all for their hard work. They have well-earned this Court’s deepest respect and admiration and find them each to be a credit to their respective clients and to the legal profession.

a. *General Jurisdiction.*

When a “suit is not related directly to the defendant’s contact with the forum state but is based instead on the defendant’s “continuous and systematic” activities in the forum state, then the State’s exercise of jurisdiction is ‘general.’” Dutch Run-Mays, 450 N.J. Super., *supra*, at 599; Waste Mgmt., Inc., v. Admiral Ins. Co., 138 N.J. 106, 119 (1994) (quoting Lebel v. Everglades Marina, Inc., 115 N.J. 317, 323 (1989), *certif. den.* 513 U.S. 1183 (1995)). General jurisdiction is established by demonstrating that the defendant has contacts with New Jersey that are “so continuous and substantial as to justify subjecting the defendant to the jurisdiction.” Patel v. Karnavati Am., LLC, 437 N.J. Super. 415, 425 (App. Div. 2014).

For general jurisdiction to exist, “there must be a showing of not only the nature and quality but also the quantity of the contacts with the forum state. Wilson, 395 N.J. Super. at 528 (internal quotations and citation omitted). The “standard for establishing general jurisdiction is fairly high and requires that the defendant’s contacts be of the sort that approximate physical presence.” *Id.*; Reliance Steel Prods. Co. v. Watson, Ess, Marshall & Enggas, 675 F.2d 587, 589 (3d Cir. 1982) (the plaintiff must meet a “much higher threshold...for the [contacts] required...must be extensive and pervasive”) (internal quotations and citation omitted). The basis of general jurisdiction includes an individual’s domicile or citizenship with the forum, explicit consent, and presence within a state at the time suit commences through service of process. J. McIntyre Mach., Ltd. v. Nicastro, 564 U.S. 873, 880 (2011). “Typically, a corporation’s principal place of business and place of incorporation establishes where the corporation is ‘at home’ and subject to general jurisdiction.” Dutch Run-Mays, 450 N.J. Super., *supra*, at 600 (quoting FDA Smart, Inc. v. Dishman Pharms. & Chems. Ltd., 448 N.J. Super. 195, 202 (App. Div. 2016)).

Applying the foregoing principles here, for the reasons more fully stated, *infra*, at p. 21, not only does the Court find that general jurisdiction over LG Chem does not exist, but also, the Plaintiff nevertheless candidly concedes the point.

b. *Specific Jurisdiction*

Most recently, the Appellate Division in the case of Baskin v. P.C. Richard & Son, LLC, 462 N.J. Super. 594, 618 (App. Div. 2020), succinctly framed the issue thusly:

*In order for specific jurisdiction to exist, “there must be ‘an affiliation between the forum and the underlying controversy, principally, [an] activity or an occurrence that takes place in the forum [s]tate and is therefore subject to the [s]tate’s regulation.’” Bristol-Meyers, 137 U.S. at 1780 (alteration in original) (emphasis added) (quoting Goodyear, 564 U.S. at 919). When no such connection exists, specific jurisdiction is not achieved “regardless of the extent of a defendant’s unconnected activities in the [s]tate.” *Id.* at 1781; *See Goodyear*, 564 U.S. at 931 n.6.*

Id. (emphasis original).

Thus, in contrast to general jurisdiction, specific jurisdiction applies where the plaintiff's "cause of action arises directly out of a defendant's contacts with the forum state." Dutch Run-Mays, 450 N.J. Super., *supra*, at 598 (quoting Waste Mgmt., 138 N.J. at 119). The determination of whether the exercise of personal jurisdiction complies with the Fourteenth Amendment entails a two-part analysis. See Moreno v. Detroit Spectrum Painters, Inc., No. 10-3696, 2011 WL 181417, at *2 (D.N.J. Jan. 19, 2011).⁶

First, the Court must find the defendant has "minimum contacts" with the forum, which exists if the defendant purposely directed activities towards the forum such that the defendant "should reasonably anticipate being haled into court there." Pinninti v. NRI Med. College, 2010 U.S. Dist. LEXIS 55620, at *3 (D.N.J. June 4, 2010) (quoting World- Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 297 (1980)). In other words, even when the defendant is not present in the forum state, "it is essential in each case that there be some act by which the defendant purposefully avails itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws." *Id.* (quoting Hanson v. Denckla, 357 U.S. 235, 253 (1958)); Dutch, 450 N.J. Super. at 599 (citing Lebel, 115 N.J. at 323).

Second, if minimum contacts are demonstrated, the court must then determine that the exercise of jurisdiction would comport with "traditional notions of fair play and substantial justice." Moreno, 2011 WL 181417, at *2 (quoting Vetrotex Certaineed Corp. v. Consol. Fiber Glass Prods. Co., 75 F.3d 147, 150-51 (3d Cir. 1995)).

C. Discussion – As to Specific Jurisdiction.

As noted, specific jurisdiction applies where the plaintiff's "cause of action arises directly out of a defendant's contacts with the forum state." Dutch Run-Mays, 450 N.J. Super., *supra*, at 598 (quoting Waste Mgmt., 138 N.J. at 119). Accordingly, the Court here must first find LG Chem had/has "minimum contacts" with New Jersey such that it purposefully availed itself of the privileges of conducting activities within New Jersey, thus invoking the benefits and protections of New Jersey's laws. World-Wide Volkswagen, 444 U.S. at 297; Hanson, 357 U.S. at 253. Second, if minimum contacts are demonstrated, the Court must then determine that the exercise of jurisdiction would comport with "traditional notions of fair play and substantial justice." Moreno, 2011 WL 181417, at *2 (quoting Vetrotex, 75 F.3d at 150-51).

Before exercising specific jurisdiction over a defendant that "is not present in the forum state, 'it is essential that there be some act by which the defendant purposefully avails itself of the

⁶ With respect to unpublished decisions cited here and elsewhere in this Opinion, as did Judge Meehan in Bergen Convenience Flagship, Inc. v. Zoning Bd. of Adjustment of Ridgewood, 2017 N.J. Super. Unpub. LEXIS 518, at *12-15 (Law Div., March 2, 2017), the Court here too notes that it is also "fully aware of the direction R. 1:36-3 provides with respect to unpublished opinions. This rule notwithstanding, the Appellate Division has made clear that while unpublished opinions are not binding, trial courts are nevertheless permitted to consider the analysis set forth in unpublished opinions, find them persuasive, [and] use such analysis as guideposts in reaching their conclusions. National Union Fire Ins. Co. of Pittsburgh v. Jeffers, 381 N.J. Super. 13, 19, 884 A.2d 229 (App. Div. 2005)." Bergen Convenience, *supra*, at *14, fn.1.

privilege of conducting activities within the forum state, thus invoking the benefit and protection of its laws.’ ” Baanyan Software, 433 N.J. Super. at 474 (quoting Waste Mgmt., 138 N.J. at 120. “This ‘purposeful availment’ requirement ensures that an out-of-state defendant will not be hauled into court based on ‘random, fortuitous, or attenuated contacts or as a result of the unilateral activity of some other party.’ ” Id. (quoting Waste Mgmt., 138 N.J. at 121). In addition, specific jurisdiction is only “available when the ‘cause of action arises directly out of a defendant’s contacts with the forum state.’ ” Id. (quoting Waste Mgmt., 138 N.J. at 119). “In this context, a ‘minimum contacts inquiry must focus on the relationship among the defendant, the forum, and the litigation.’ ” Id. (quoting Lebel v. Everglades Marina, Inc., 115 N.J. 317, 323 (1989)).

Plaintiff bears the burden of proof on the question of the adequacy of the defendant’s contacts to sustain specific jurisdiction. To meet his burden, Plaintiff must adduce evidence. Citibank, N.A. v. Estate of Simpson, 290 N.J. Super. 519, 533, 676 A.2d 172, 179 (App. Div. 1996) (“it is the party asserting the adequacy of defendant’s contacts to support specific jurisdiction who bears the burden of persuasion on that issue”).

Having examined the jurisdictional record before the Court, and for the reasons discussed below, the Court finds that the Plaintiff has failed to establish voluntary acts by LG Chem which are sufficient to find and exercise specific *in personam* jurisdiction over it. The Court further finds that the claims against LG Chem should be dismissed because Plaintiff cannot prove that his claims arose out of any purposeful contacts by LG Chem with New Jersey.

i. Placing the Subject Battery Into the “Stream of Commerce” Cannot Support the Exercise of Jurisdiction As Plaintiff Failed to Show a Nexus Connecting LG Chem, New Jersey, and His Claims.

To the extent Plaintiff contends that LG Chem manufactured the lithium-ion cell that third parties apparently directed to New Jersey for sale to consumers as a standalone, replacement battery, Plaintiff relies on a “stream of commerce” theory of jurisdiction. Plaintiff’s argument hinges on the theory that LG Chem purportedly shipped batteries to its then-direct subsidiary, LG Chem America, Inc., while it was headquartered in New Jersey. Even if this were true, it would not support the exercise of specific jurisdiction over LG Chem, because Plaintiff has not shown – nor does the evidence demonstrate – that his claims are sufficiently related to any business conducted between LG Chem. and LG Chem America, Inc. to satisfy due process.

The “stream of commerce” theory of jurisdiction is unavailing to Plaintiff here. Jurisdictional discovery has not revealed any evidence of a purposeful connection formed by LG Chem with New Jersey related to the purchase and use of “chocolate LG 18650 Batteries” by a consumer in the State of New Jersey as a replaceable, rechargeable battery with, in this case, the Plaintiff’s e-cigarette device. To the extent third parties may have re-directed LG Chem lithium-ion cells into a worldwide chain of distribution leading to a vape shop in New Jersey to be sold to a consumer for this misuse, there is no proof that this activity was authorized or condoned by LG Chem. *See Rehberger Cert.*, Exhibit K, *Shin Cert.*, ¶¶ 11, 14–15. Such unilateral activity by a third party cannot conceivably establish the purposeful minimum contacts required to satisfy due process. Burger King Corp. v. Rudzewicz, 471 U.S. at 475 (1985).

Even if a manufacturer normally places its products into a “stream of commerce” ending in a forum state, the Plaintiff must establish that the product he purchased and his injuries suffered thereby actually arose from or related to that “stream of commerce”—a term “refer[ring] not to unpredictable currents or eddies, but to the regular and anticipated flow of products from manufacture to distribution to retail sale.” See Patel v. Karnavati America, LLC, 437 N.J. Super 415 (App. Div. 2014) (quoting parenthetically Asahi Metal Indus. Co., Ltd. v. Super. Ct. of California, Solano Cty., 480 U.S. 102, 117 (1987) (Brennan, J., concurring)). As the Court in Patel noted:

First, we reject the contention that Karnavati's fulfillment of Globe's purchase order in India, which referenced Globe's intended resale to a New Jersey resident, suggested the regularity in manner and magnitude of sales to a distributor or retailer in a forum state requisite to the exercise of jurisdiction by the forum under a post-Nicastro stream of commerce theory. The facts presented speak generally of other national sales, and offer no evidence of Karnavati's marketing or promotional efforts. There is no showing Karnavati directed marketing efforts or sales to New Jersey; evinced an intent or purpose to serve the forum by designing the machine for the New Jersey market; or established lines of communication, such as a website, to provide service or advice to New Jersey actual or potential customers. The facts in this record fail to support a finding Karnavati engaged in sales efforts "to serve, directly or indirectly, the market for its product in other States," as was found in World-Wide Volkswagen, supra, 444 U.S. at 297, 100 S. Ct. at 567, 62 L. Ed. 2d at 501-02. See also Nicastro, supra, U.S. at , 131 S. Ct. at 2792, 180 L. Ed. 2d at 779 (Breyer, J., concurring) (finding stream of commerce inapplicable when no "'regular . . . flow' or 'regular course' of sales'" is shown); Asahi, supra, 480 U.S. at 117, 107 S. Ct. at 1035, 94 L. Ed. 2d at 107 (Brennan, J., concurring) ("[S]tream of commerce refers not to unpredictable currents or eddies, but to the regular and anticipated flow of products from manufacture to distribution to retail sale.").

*Second, the facts do not demonstrate the nonresident Karnavati purposefully availed itself of "the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws." Hanson, supra, 357 U.S. at 253, 78 S. Ct. at 1240, 2 L. Ed. 2d at 1298. As noted above, the record lacks proof of Karnavati's course of dealing with the forum generally or with Neil Labs specifically, with respect to effectuating the sale of the machine. Neither plaintiff nor [***22] Globe discuss the extent of contacts specific to this machine, facts found essential to this court's finding in Cruz. Other than pointing to the language in the purchase order, Globe and plaintiff fail to identify specific actions by Karnavati which demonstrate its desire to conduct business in New Jersey. Plaintiff and Globe do not reveal whether Karnavati altered its standard machine in preparing the order at issue; whether Karnavati's employees offered Neil Labs training or expertise; or whether Neil Labs called Karnavati at any time with regard to the machine order.*

In extending jurisdiction based upon purposeful availment, we measure a nonresident defendant's purposeful conduct connecting it to the forum, not "the unilateral activity of another who merely claims a relationship to the defendant[.]" *Charles Gendler, supra*, 102 N.J. at 471 (quoting *Hanson, supra*, 357 U.S. at 253, 78 S. Ct. at 1240, 2 L. Ed. 2d at 1298). See also *Waste Mgmt., supra*, 138 N.J. at 121. Simply stated, the issue is notice: "[t]he defendant's contacts with the forum state must be such that it 'should reasonably anticipate being haled into court there.'" *Charles Gendler, supra*, 102 N.J. at 470 (quoting *World-Wide Volkswagen, supra*, 444 U.S. at 297, 100 S. Ct. at 567, 62 L. Ed. 2d at 501).

Id. at 431-33 (emphasis added).

Plaintiff's argument that LG Chem's actions constituted an intent to serve the relevant market in the forum state is unsupported by any evidence. LG Chem never conducted any business with any distributor or retailer in New Jersey that was selling its lithium-ion battery cells to consumers as standalone batteries. LG Chem did not market or advertise its cells to individual consumers, in New Jersey or elsewhere, and did not enter into contracts with any entities in New Jersey that were selling 18650 cells to retailers or consumers in New Jersey.⁷

⁷ A recent unpublished trial court decision in the Federal District Court of California that reached the opposite conclusion, based on the record presented there, actually underscores the point made by LG Chem here. Cf. *Berven v. LG Chem, Ltd.*, 2019 U.S. Dist. LEXIS 66505* (E.D. Cal., April 18, 2019), where the findings made by U.S. Magistrate Judge Erica P. Grosjean were adopted in full by U.S. District Court Judge Dale A. Drozd in *Berven v. LG Chem, Ltd.*, 2019 U.S. Dist. LEXIS 16640166041* (E.D. Cal., September 26, 2019). There, in a suit brought against LG Chem by plaintiff Berven where the same and similar claims of the Plaintiff, Cribb, and the defenses asserted by LG Chem were virtually identical to those raised here, the U.S. Magistrate Judge Grosjean in that matter (on referral from District Judge) made specific findings and recommendations that LG Chem's motion to dismiss for lack of jurisdiction be denied and the plaintiff's motion for leave to amend the complaint be granted. In support of the conclusion that there was personal jurisdiction of the California courts over LG Chem under the "stream of commerce plus" test, the Magistrate had distinctly different proofs before the court than those established by the Plaintiff here in defense of LG Chem's motion. The court there found:

"To resolve this question, we turn to the stream of commerce plus test set forth by Justice O'Connor in *Asahi* in evaluating specific jurisdiction regarding the product at issue here. This test asks the Court to evaluate a defendant's additional contacts regarding the "product" in the forum state. See *Asahi*, 480 U.S. at 112 ("Additional conduct of the defendant may indicate an intent or purpose to serve the market in the forum State, for example, designing the product for the market in the forum 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"). Here, the Court finds that the "product" at issue is the battery, i.e., a cylindrical battery manufactured by LG Chem – the LG 18650 lithium-ion battery ("18650" battery). When defined in this way, it is clear that the allegations in the Plaintiff's First Amended Complaint regarding LG Chem's support for such product qualifies as the "plus" needed to satisfy the stream of commerce plus test. See *Asahi*, 480 U.S. at 112; *J. McIntyre*, 564 U.S. at 888-89. Specifically, LG Chem has extensive contacts with California in relation to sales of the 18650 battery including, among other things, LG Chem's establishment of distribution networks in California to market and sell LG's lithium-ion batteries, including 18650 batteries; LG Chem's sale and shipment of thousands if not millions of lithium-ion batteries, including 18650 batteries, to California.

There is no evidence that the third parties responsible for re-selling LG Chem's lithium-ion cells into the State of New Jersey were under LG Chem's control. To the contrary, LG Chem has introduced admissible evidence, including certified discovery responses, establishing that it never authorized any manufacturer, wholesaler, distributor, retailer, or re-seller to advertise, distribute, or sell LG Chem's lithium-ion cells for use by individual consumers as replaceable, rechargeable batteries in e-cigarette devices, and further that it never shipped or sold any 18650 lithium-ion battery cells to anyone in New Jersey. *See Rehberger Cert.*, Exhibit K, *Shin Cert.*, ¶¶ 11, 14–15; Exhibit O, *Rehberger Cert.*, Exhibit O, LG Chem's Answers to Plaintiff's Jurisdictional Interrogatories, No. 1, 39, 40–42. As previously noted, Plaintiff's counsel, when pressed by the Court at oral argument, candidly conceded that there is no such proof and certainly none was presented in the motion record. LG Chem has also produced extensive information regarding its customers for 18650 battery cells, and those responses confirm that LG Chem does not have any customers in New Jersey, and that LG Chem does not sell its battery cells to retailers and other entities for sale to individual consumers as standalone batteries.

Accordingly, Plaintiff has failed to show any direct connection between LG Chem and the State of New Jersey, related to the Plaintiff's claims, nor has he shown any purposeful conduct

Cont'd from previous page:

for use, resale, redistribution, packaging, transport, and provision to end users in California and across the United States; LG Chem's marketing, promotion, and advertising of its lithium-ion batteries in California, which targets both consumers and distributors in California; and LG Chem's maintenance of an interactive informational website through which potential customers can inquire about LG Chem batteries, including 18650 batteries, and receive prompt responses [citations omitted]. In other words, if the "product" is defined as the battery at issue, LG Chem's acts of purposeful availment are more than sufficient to provide the "plus" necessary for the stream of commerce test. *See Asahi*, 480 U.S. at 112 (listing additional conduct that may provide the necessary "plus" for the stream of commerce plus test as including "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"); *J. McIntyre*, 564 U.S. at 888–89 (finding the "plus" required for the stream of commerce plus test to be missing where there was "no regular . . . flow" or "regular course" of sales in [the forum]; and there [was] no "something more," such as special state-related design, advertising, advice, marketing, or anything else.").

Here, unlike what the California court found with respect to LG Chem's activities in that forum state, there were and are no proofs of a "regular flow" or "regular course" of sales of the 18650 lithium-ion battery in New Jersey. In fact, it was admitted by Plaintiff's counsel at oral argument there is no evidence that sales of that product by LG Chem to LG Chem America, while it briefly had a location and presence in New Jersey, were actually marketed, advertised, or sold to anyone in New Jersey, much less through distribution networks established in New Jersey (if any) to market and sell them.

Thus, under the U.S. Supreme Court's decision in *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. 873, 888–89 (2011), the "plus" required for the stream of commerce plus test is, indeed, missing in this case.

connecting LG Chem to the forum of New Jersey; and thus, personal jurisdiction cannot be exercised over it.

ii. The Calder “Effects” Test.

For an additional and co-extensive reason, though never raised in this motion nor dispositive of the Court’s ultimate decision here, even if the Plaintiff’s claims could also be deemed, in part, an intentional tort, the claim of personal jurisdiction over LG Chem would similarly fail.

When a defective product causes injury, the manufacturer of the product, the distributor, the wholesaler and the retailer who sold the product may all be liable to the plaintiff. The difficulty in analyzing product liability cases is that liability can arise from one of four legal theories: (1) intentional torts, typically battery; (2) ordinary negligence; (3) strict liability; or (4) breach of warranty. As noted at footnote 1, supra, in New Jersey, with the exception of claims of breach of express warranty, common law claims of negligence and implied warranty are deemed to be subsumed with the New Jersey PLA and its imposition of strict liability. Recently, our Supreme Court held that claims of product liability are and can be co-extensively actionable with claims asserted under the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq., at least from a pleading’s perspective. *See Sun Chem. Corp. v. Fike Corp.*, 2020 N.J. LEXIS 880 (N.J., July 29, 2020). If a manufacturer or supplier sells a product it knows is defective or dangerous or where it believes that injuries are substantially certain to result from the using of the product, it may be liable for battery to any plaintiff injured by the product. *See e.g., Huset v. J.I. Case Threshing Machine Co.*, 120 F. 865 (8th Cir. 1903).

In the context of an intentional tort such as battery, even if one were to assume, *arguendo*, that the common law tort of battery was not subsumed within the New Jersey PLA – and the tort of battery was alleged and asserted here, which it was not – the court may consider whether the minimum contacts prong of the due process test can be satisfied through the application of the “effects test.” *Calder v. Jones*, 465 U.S. 783 (1984); *see Halak v. Scovill*, 296 N.J. Super. 363, 370 (App. Div. 1997) (citing to *Calder* and stating “[j]urisdiction in the forum state may also be based on the effects in the forum state of a non-resident’s actions.”).

In order to find jurisdiction under the effects test, a plaintiff must show: (1) the defendant committed an intentional tort; (2) the plaintiff felt the brunt of the harm in the forum where suit was brought; and (3) the defendant aimed his tortious conduct at the forum state. *IMO Indus., Inc. v. Kiekert AG*, 155 F.3d 254, 265 (3d Cir. 1998). In *IMO Industries*, the Third Circuit joined the majority of circuits in adopting a “narrow construction” of *Calder* – one that “may significantly limit the types of business tort cases that will satisfy the requirements of personal jurisdiction via the ‘effects test.’” *Id.* To satisfy the *Calder* effects test for personal jurisdiction, a plaintiff must show that the defendant’s “out-of-forum tortious conduct” was “**expressly aimed at the forum state**” and “**directed to the plaintiff specifically.**” *Bartone*, 2011 WL 2532497 at *9.

Here, from the proofs presented in the motion record, it is clear that the “out-of-forum” tortious conduct alluded to was not “expressly aimed at” New Jersey, nor “directed to the plaintiff specifically.” Thus, even if the product liability claims asserted in the Complaint of the Plaintiff

here proved to show that LG Chem knew its product was defective and that injuries from the use of its 1865 lithium-ion battery was substantially certain to occur – and for which a common law claim of the intentional tort of battery might lie – the Plaintiff’s claims cannot, would not, and do not satisfy the elements of the Calder effects test either, to warrant a finding of personal jurisdiction.

iii. Operation of a Website Accessible from Within the Forum Is Insufficient to Confer Personal Jurisdiction Over LG Chem in New Jersey.

New Jersey courts have flatly rejected the argument that a widely accessible website constitutes minimum contacts with a forum. *See, e.g., Morilla v. Laser Spine Inst., LLC*, No. 2:10-CV-01882 WHW, 2010 WL 3258312, at *5 (D.N.J. Aug. 16, 2010) (“A general internet advertisement that may be viewed globally is not alone enough to establish purposeful availment.”) (Rehberger Cert., Exhibit X). *See also New Generation Devices, Inc. v. Slocum Enters., Inc.*, No. CIV.A. 04-2583KSH, 2005 WL 3078181, at *5 (D.N.J. Nov. 15, 2005) (“[S]ubjecting defendants to personal jurisdiction on the basis of a predominantly informational, non-interactive website would be inconsistent with due process.”) Rehberger Cert., Exhibit Y. Likewise, the ability to submit informational queries through a company’s website is insufficient to support the exercise of jurisdiction. *See Morilla*, 2010 WL 3258312, at *5 (maintenance of a website is insufficient to support the exercise of jurisdiction where it merely contains “information and a generic contact information input form”) Rehberger Cert., Exhibit X.

There is no legal authority to support Plaintiff’s effort to prove jurisdiction simply because LG Chem has a website accessible on the internet – www.lgchem.com - that provides an option for users to view it in “American English.” In fact, the information on “www.lgchem.com” is accessible worldwide to anyone with internet and in six different languages—Korean, English, Chinese, Polish, German, and Japanese. Moreover, it was established from the evidence that consumers like the Plaintiff cannot purchase products through LG Chem’s website. There was no proof presented that established that LG Chem’s 18650 lithium-ion batteries, generally, or the one implicated in this case, specifically, were purchased through the website and from within New Jersey.

iv. Plaintiff Has Failed to Satisfy His Burden of Showing His Claims “Arise Out of or Relate to” Any Conduct Directed by LG Chem to New Jersey.

Plaintiff has repeatedly raised the issue that LG Chem battery cells are purchased and marketed “in the United States.” Distribution within the United States, even to multiple U.S. States, however, does not confer nationwide jurisdiction. *See J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. 873, 879 (2011) (rejecting New Jersey court’s finding of jurisdiction because the defendant knew or reasonably should have known “that its products are distributed through a nationwide distribution system that might lead to those products being sold in any of the fifty states”). Other courts in New Jersey have agreed when dismissing LG Chem from cases involving similar allegations of consumer use of a lithium-ion battery cell. *See Rehberger Cert.*, Exhibit T, Opinion and Order dated April 24, 2020, in Beaton v. LG Chem, Ltd., et al., MID-L007131-16, Super Ct. of N.J. (dismissing claims against LG Chem, Ltd. and LG Chem America, Inc. after the parties conducted jurisdictional discovery); *See also* Order dated January 25, 2019, in Gant v.

Vortex Vapor, et al., Docket No. ATL-L-593-16, Super. Ct. of N.J.; Order dated October 11, 2019 in Benavente-Perez v. E-Z Vape LLC, et al., Docket No. BER-L-003216-19, Super. Ct. of N.J.

LG Chem has no contacts with New Jersey related to Plaintiff's claims, and the mere fact that Plaintiff purchased the battery from a New Jersey retailer and was injured in New Jersey cannot support the exercise of jurisdiction simply because LG Chem has sold 18650 lithium-ion battery cells to sophisticated customers in other U.S. states. Succinctly stated, the evidence in this motion record revealed after nearly a year's worth of jurisdictional discovery that LG Chem has never sold or distributed 18650 lithium-ion cells in New Jersey; it has never conducted any business with co-defendant, Wheelhouse Vapes, the alleged retailer of the subject battery, or with any other wholesaler or retailer for that matter; and it has never advertised, sold, or distributed any lithium-ion cells to anyone for sale to individual consumers for use as standalone, replaceable, rechargeable batteries in e-cigarette devices. LG Chem's discovery responses and documents it produced in jurisdictional discovery have now dispositively confirmed these facts.

Therefore, if LG Chem was the manufacturer of the subject battery, the battery was brought to New Jersey as the result of the unilateral actions of one or more third parties, and not as the result of any action LG Chem purposefully directed toward New Jersey. That is insufficient to support jurisdiction. Patel v. Karanavati, 437 N.J. Super., supra at 431-433 (holding that "[i]n extending jurisdiction based upon purposeful availment, we measure a nonresident defendant's purposeful conduct connecting it to the forum, not 'the unilateral activity of another who merely claims a relationship to the defendant[.]'").

Accordingly, under the above-cited authorities, due process does not allow or authorize this Court to exercise personal jurisdiction over LG Chem in this case.

D. As to General Jurisdiction.

"A court may assert general jurisdiction over foreign (sister-state or foreign-country) corporations to hear any and all claims against them when their affiliations with the State are so 'continuous and systematic' as to render them essentially at home in the forum State." Daimler AG v. Bauman, 571 U.S. 117, 127 (2014) (quoting Goodyear Dunlop Tires Operations, S.A. v. Brown, 564 U.S. 915, 925 (2011)). Only in an "exceptional case" can a court exercise general jurisdiction in a forum that is not "the corporation's place of incorporation [or] its principal place of business." BNSF Ry. Co. v. Tyrrell, 137 S. Ct. 1549, 1558 (2017). An example of an exceptional case is when war forces a "corporation's owner to temporarily relocate the enterprise from the Philippines to Ohio," which becomes "the center of the corporation's wartime activities." Id. (quoting Perkins v. Benguet Consol. Mining Co., 342 U.S. 437, 448 (1952)).

General jurisdiction of New Jersey courts is established by demonstrating that a defendant has continuous and substantial contacts with New Jersey as to justify subjecting the defendant to the jurisdiction. Courts in New Jersey have routinely held that general jurisdiction is lacking over nonresident defendants, like LG Chem, that are not incorporated in New Jersey and do not have their principal places of business there. *See* Dutch Run-Mays, 450 N.J. at 600 (under Daimler and BNSF, the court could not exercise general jurisdiction based on a defendant's registration to do business and acceptance of service of process in the state).

Here, while the Plaintiff initially argued that LG Chem has sufficient minimum contacts in the State of New Jersey, Plaintiff also appears to concede that LG Chem is not “at home” in New Jersey because Plaintiff did not respond to LG Chem’s arguments regarding the same. Plaintiff previously argued that LG Chem could be subject to jurisdiction in New Jersey based on LG Chem America, Inc. formerly maintaining its headquarters in the state and/or LG Electronics USA, Inc. endeavoring to develop and build a new corporate headquarters in New Jersey. Plaintiff did not respond in any way to LG Chem’s arguments showing that any contacts of these entities with New Jersey cannot be imputed to LG Chem for purposes of jurisdiction, and therefore appears to have abandoned this argument.

Indeed, LG Chem is a South Korean company with its headquarters and principal place of business in Seoul, South Korean. *See Rehberger Cert.*, Exhibit K (Shin Cert.). LG Chem does not have an offices in New Jersey; it does not own any real property in New Jersey; it does not have any employees that reside or work in New Jersey; and it does not have a telephone number, mailing address, or bank account in New Jersey.

In fact, the only connection Plaintiff identifies between LG Chem and New Jersey involves its indirect subsidiary (which was a direct subsidiary at the time of the events at issue), an independent company that was headquartered in New Jersey prior to October 2015. LG Chem America, Inc. moved its corporate headquarters to Atlanta, Georgia in 2015, with all operations relocated as of October 2015. These events were all before the incident of January 29, 2016 at issue in this case. Plaintiff previously tried to show that non-party LG Chem America, Inc. continued its business operations in New Jersey beyond that point but appears to have abandoned that argument when confronted with the undisputed facts to the contrary. Therefore, the Court also finds that general jurisdiction over LG Chem is lacking.

III. Conclusions & Decision.

For all of the foregoing reasons, LG Chem lacks New Jersey contacts giving rise to Plaintiff’s injury or action. The Court thus does not get to the second step in personal jurisdiction analysis – the reasonableness and fairness inquiry. But even if the Court were to consider it, the specific facts in this case militate against an exercise of jurisdiction over LG Chem. LG Chem is a South Korean industrial cell manufacturer whose products were intercepted by third-parties and re-sold into a consumer vaping market without LG Chem’s authorization. LG Chem’s discovery responses confirm that LG Chem did not direct its 18650 lithium-ion battery cells to a consumer market in New Jersey. In the instant case, Plaintiff’s injury occurred allegedly before LG Chem had even become aware that consumers in New Jersey were buying LG brand 18650 lithium-ion battery cells for use as standalone, replacement batteries with e-cigarette devices. (*Rehberger Cert.*, Exhibit E, Response to Plaintiff’s Interrogatory No. 10.) As such, it would “offend traditional notions of fair play and substantial justice” to subject LG Chem to the Court’s jurisdiction.

The extensive discovery conducted confirms that jurisdiction is lacking, because Plaintiff’s claims do not arise out of any activities LG Chem directed to New Jersey. Specifically, LG Chem never sold any 18650 lithium-ion battery cells to Wheelhouse Vape, never distributed or advertised its 18650 lithium-ion battery cells to other individuals or entities in New Jersey, and never sold

any 18650 lithium-ion battery cells to any distributor, retailer, or other individual or entity for supply to consumers as standalone, replacement batteries for use with vaping devices. There is no proof that any of the 18650 lithium-ion sold by LG Chem to LG Chem America, Inc. while the latter had a brief presence and location in New Jersey, were ever marketed, sold or distributed by LG Chem America to any distributor, retailer, or other individual entity for supply consumers in New Jersey as a standalone.

Therefore, if the batteries Plaintiff purchased from Wheelhouse Vapes for use as standalone replacement batteries for his e-cigarette device were manufactured by LG Chem, in Korea, they arrived in New Jersey as the result of the unilateral actions of third parties, and not as the result of any action LG Chem directed to New Jersey. Therefore, Plaintiff cannot show the required nexus between LG Chem, New Jersey, and his claims; due process is not satisfied; and thus, LG Chem should be dismissed from this suit.

Further, LG Chem's discovery responses are entirely consistent with and confirm the factual averments previously offered in support of its motion to dismiss – showing that LG Chem only sells its 18650 lithium-ion battery cells to sophisticated customers, to be encased in protective circuitry, and never engaged in any activity to serve a consumer market for 18650 lithium-ion battery cells in New Jersey. Therefore, the undisputed and un rebutted evidence shows that the subject batteries arrived in New Jersey as the result of the unilateral actions of third parties, and not as the result of any action of LG Chem directed to New Jersey.

As a result, the Plaintiff has failed to satisfy the burden of proof he shouldered, by a preponderance of the evidence, on the question of the adequacy of the Defendant's contacts to sustain specific jurisdiction. The Court finds that there is insufficient evidence to authorize this Court to lawfully exercise personal jurisdiction over LG Chem. LG Chem did not have sufficient "minimum contacts" with New Jersey to satisfy specific jurisdiction so the Court need not have to consider the second prong of reasonableness or fairness. Absent personal jurisdiction over LG Chem, this Court has no authority to proceed. Lastly, LG Chem did not have "continuous and substantial" contacts with New Jersey such that the Court could justifiably, and lawfully, exercise general jurisdiction over the Defendant either.

Accordingly, the Motion to dismiss Plaintiff's Complaint against LG Chem, with prejudice, pursuant to R. 4:6-2(b) for lack of personal jurisdiction shall be, and hereby is, **GRANTED**, and the Plaintiff's Complaint against LG Chem as well as any and all crossclaims shall be dismissed, with prejudice, and without costs.

An appropriate Order implementing the Court's decision accompanies this Opinion.

EXHIBIT E

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
19 CVS 1721

ERIC MILLER,
Plaintiff,

v.

LG CHEM, LTD., LG CHEM AMERICA,
INC., FOGGY BOTTOM VAPES, LLC,
CHAD & JACLYNN DABBS d/b/a SWEET
TEA'S VAPE LOUNGE, DOE
DEFENDANTS 1-10,
Defendants.

2020 FEB 01 14:10:40

CLERK OF SUPERIOR COURT

**ORDER GRANTING DEFENDANTS LG
CHEM, LTD. AND LG CHEM AMERICA,
INC.'S MOTIONS TO DISMISS FOR
LACK OF PERSONAL JURISDICTION**

THE CAUSE coming on to be heard before the Honorable Superior Court Judge, Michael J. O'Foghludha, in Durham County Superior Court on the 11th day of March, 2020, upon Plaintiff's noticing for hearing Defendant LG Chem, Ltd. and LG Chem America, Inc.'s Motions to Dismiss for Lack of Personal Jurisdiction pursuant to Rule 12(b)(2) of the North Carolina Rules of Civil Procedure.

THE COURT having considered the arguments of counsel, the motions, memoranda, briefs, and filings of the parties, including all affidavits and submissions provided to the Court prior to, during, and after the hearing, and specifically including the declaration of Stuart Paynter, the affidavit of Theodore Kenyon, and the 30(b)(6) deposition of Joon Young Shin on behalf of LG Chem, Ltd. from the matter *Flores v. LG Chem, Ltd.*, No. 1:2016-cv-00297 (S.D. Tex.), and April 3, 2020 correspondence from Stuart M. Paynter, and for the reasons set forth below, Defendants LG Chem, Ltd. and LG Chem America, Inc.'s Motions to Dismiss for Lack of Personal Jurisdiction are GRANTED.

FINDINGS OF FACT

1. Plaintiff is a resident of Durham County, North Carolina.
2. Plaintiff alleges in his Complaint that he purchased a vaping device "bundle" from Foggy Bottom Vapes, LLC ("Foggy Bottom Vapes") that included an "LG Chem 18650 battery." Plaintiff also alleges that Chad & Jaclynn Dabbs d/b/a Sweet Tea's Vape Lounge ("Sweet Tea's Vape Lounge") sold him an "18650 LG lithium-ion battery" to use as a spare battery for his vaping device.
3. Plaintiff filed suit against LG Chem, Ltd. ("LG Chem") and LG Chem America, Inc. ("LGCAI"), alleging they manufactured and distributed the 18650 lithium-ion battery that ignited in his pocket. Plaintiff also named Foggy Bottom Vapes and Sweet Tea's Vape Lounge as defendants, and submitted evidence that vape shops throughout North Carolina carry LG 18650 batteries.

4. In discovery responses, Foggy Bottom Vapes and Sweet Tea's Vape Lounge state they obtained 18650 batteries either directly or indirectly from various distributors, including Midwest Goods Inc. ("Midwest Goods"); D&A Distribution, LLC ("D&A Distribution"); Vapor Beast; Shenzhen IMR Technology Co., Ltd. ("Shenzhen"); ISM Vape LLC ("ISM Vape"); and KMG Imports, LLC ("KMG Imports").

5. Plaintiff alleges he was injured on March 4, 2018, when one of the two 18650 lithium-ion batteries that he purchased ignited in his pocket.

6. LG Chem is a South Korean company with its headquarters and principal offices in Seoul, South Korea. LG Chem manufactures and sells lithium-ion cells for use in specific applications by sophisticated companies. It does not design, manufacture, distribute, advertise, or sell lithium-ion cells for use by individual consumers as standalone, replaceable, rechargeable batteries in electronic cigarette or vaping devices.

7. LG Chem does not sell 18650 lithium-ion cells directly to consumers and has never authorized any entity to do so either. Rather, it sells 18650 lithium-ion cells to sophisticated companies for incorporation into products such as power tools and power packs. There are legitimate business reasons for the design of LG Chem's 18650 lithium-ion cells in such applications which render the cells inappropriate for use as standalone, replaceable, rechargeable batteries in electronic cigarettes and vaping devices. Accordingly, LG Chem has tried to limit the distribution of its 18650 lithium-ion cells for use by consumers as standalone, replaceable, rechargeable batteries in electronic cigarettes and vaping devices.

8. LG Chem has never conducted any business with Foggy Bottom Vapes; Sweet Tea's Vape Lounge; Midwest Goods; D&A Distribution; Vapor Beast; Shenzhen; ISM Vape; or KMG Imports, LLC and has never authorized any of these entities to distribute or sell LG brand lithium-ion cells for any purpose. LG Chem has never authorized any distributor, retailer, or re-seller to distribute or sell any lithium-ion cells for use by individual consumers as standalone, replaceable, rechargeable batteries in e-cigarette or vaping devices.

9. LGCAI is a Delaware corporation with its principal place of business in Georgia. LGCAI primarily sells and distributes various petrochemical materials and products. LGCAI does not have any manufacturing plants, and it focuses on sales and/or distribution only.

10. LGCAI's sales in North Carolina are limited to petrochemical products. These sales have no relationship to the distribution of 18650 lithium-ion cells for sale to North Carolina consumers for use in electronic cigarettes and vaping devices.

CONCLUSIONS OF LAW

1. "[U]pon a defendant's motion to dismiss for lack of personal jurisdiction, the plaintiff bears the burden of making out a prima facie case that jurisdiction exists." *Padron v. Bentley Marine Grp., LLC*, 822 S.E.2d 494, 498 (N.C. Ct. App. 2018), *review denied*, 372 N.C. 301, 826 S.E.2d 713 (2019). "If the defendant 'supplements [his] motion with affidavits or other supporting evidence, the allegations of the plaintiff's complaint can no longer be taken as true or controlling and plaintiff cannot rest on the allegations of the complaint[.]'" *Id.* (alterations in original) (quoting *Wyatt v. Walt Disney World, Co.*, 151 N.C. App. 158, 163, 565 S.E.2d 705, 708 (2002)). "Instead, the plaintiff 'must respond by affidavit or otherwise setting forth specific facts showing that the court has jurisdiction.'" *Id.* (quoting *Wyatt*, 151 N.C. App. at 163, 565 S.E.2d at 708).
2. Because the statutory authorization for personal jurisdiction under North Carolina's long-arm statute, N.C. Gen. Stat. § 1-75.4, "is coextensive with federal due process, the critical inquiry in determining whether North Carolina may assert *in personam* jurisdiction over a defendant is whether the assertion comports with due process." *Padron*, 822 S.E.2d at 498 (quoting *J.M. Thompson Co. v. Doral Mfg. Co.*, 72 N.C. App. 419, 424, 324 S.E.2d 909, 913 (1985)).
3. "There are two kinds of personal jurisdiction: general and specific." *Stetser v. TAP Pharm. Prods. Inc.*, 162 N.C. App. 518, 521, 591 S.E.2d 572, 575 (2004); *Bristol-Myers Squibb Co. v. Superior Court*, 137 S. Ct. 1773, 1780 (2017) ("[U.S. Supreme Court] decisions have recognized two types of personal jurisdiction: 'general' (sometimes called 'all-purpose') and 'specific' (sometimes called 'case-linked') jurisdiction.").
4. "A court may assert general jurisdiction over foreign (sister-state or foreign-country) corporations to hear any and all claims against them when their affiliations with the State are so 'continuous and systematic' as to render them essentially at home in the forum State." *Daimler AG v. Bauman*, 571 U.S. 117, 127 (2014) (quoting *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 925 (2011)). Only in an "exceptional case" can a court exercise general jurisdiction in a forum that is not "the corporation's place of incorporation [or] its principal place of business." *BNSF Ry. Co. v. Tyrrell*, 137 S. Ct. 1549, 1558 (2017).
5. "A court may exercise specific jurisdiction only 'where the controversy arises out of the defendant's contacts with the forum state.'" *Stetser*, 162 N.C. App. at 521, 591 S.E.2d at 575 (quoting *Tom Togs, Inc. v. Ben Elias Industries Corp.*, 318 N.C. 361, 366, 348 S.E.2d 782 (1986)); *Bristol-Myers*, 137 S. Ct. at 1780 ("In order for a state court to exercise specific jurisdiction, 'the *suit*' must 'aris[e] out of or relat[e] to the defendant's contacts with the *forum*.'" (emphasis and alterations in original) (quoting *Daimler*, 571 U.S. at 127)).
6. In *Cox v. Hozelock, Ltd.*, 105 N.C. App. 52, 411 S.E.2d 640 (1992), the North Carolina Court of Appeals held that when an out-of-state defendant "purposefully injected [its] product into the stream of commerce without any indication that it desired to limit the area of distribution of its product so as to exclude North Carolina, ... the courts of North

Carolina may lawfully assert personal jurisdiction over" that defendant. *Id.* at 55, 411 S.E.2d at 643 (quoting *Bush v. BASF Wyandotte Corp.*, 64 N.C. App. 41, 306 S.E.2d 562 (1983)).

7. Since the North Carolina Court of Appeals' 1992 decision in *Cox*, the United States Supreme Court has issued several decisions that clarify the circumstances under which specific jurisdiction can be exercised consistent with due process, reflecting the Supreme Court's increasingly narrower interpretation of personal jurisdiction over foreign corporations. See, e.g., *Bristol-Myers Squibb Co. v. Superior Court*, 137 S. Ct. 1773 (2017); *Walden v. Fiore*, 571 U.S. 277 (2014); *J. McIntyre Mach., Ltd. v. Nicastro*, 564 U.S. 873 (2011). However, the Court need not decide whether the "stream of commerce" standard applied in *Cox* and *Bush* remains valid after these United States Supreme Court decisions because, even under the *Cox* standard, Plaintiff has not carried his burden of demonstrating that this Court has personal jurisdiction over LG Chem or LGCAI.

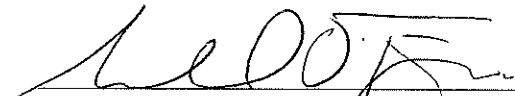
8. Plaintiff's alleged injuries did not arise from any activities of LG Chem in North Carolina. LG Chem did not purposefully inject 18650 lithium-ion cells into the stream of commerce to be sold to consumers for use as standalone, replaceable, rechargeable batteries in electronic cigarettes and vaping devices. To the contrary, LG Chem tried to limit the distribution of its 18650 lithium-ion cells for use by consumers as standalone, replaceable, rechargeable batteries in electronic cigarettes and vaping devices.

9. Plaintiff's alleged injuries did not arise from any activities of LGCAI in North Carolina. LGCAI's sales in North Carolina have no relationship to the distribution of 18650 lithium-ion cells for sale to North Carolina consumers for use in electronic cigarettes and vaping devices.

10. BASED UPON THE FOREGOING FINDINGS OF FACTS, the Court concludes that this Court lacks personal jurisdiction over Defendants LG Chem, Ltd. and LG Chem America, Inc.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Defendants LG Chem, Ltd. and LG Chem America, Inc.'s Motions to Dismiss for Lack of Personal Jurisdiction are granted pursuant to Rule 12(b)(2) of the North Carolina Rules of Civil Procedure.

This the 22 of April, 2020.


Hon. Michael J. O'Foghudha
Superior Court Judge Presiding

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this day served the foregoing Order in the above captioned action on all parties by depositing a copy hereof in a postpaid wrapper in a post office depository under the exclusive care and custody of the United Postal Service, addressed as follows:

PAYNTER,STUART,M
410 N. BOYLAN AVE., STE. 100
RALEIGH, NC 27603

DERRENBACHER,CHRISTOPHER,J
4101 LAKE BOONE TRAIL, STE. 574
RALEIGH, NC 27607

TIERNEY,CRAIG
P.O. BOX 1729
RALEIGH, NC 27602

KISALA,ANDREW
P.O. BOX 25378
DURHAM, NC 27702

This the 20th day of April, 2020.



ASSISTANT DEPUTY CLERK OF SUPERIOR COURT

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF UNION	)	SIXTEENTH JUDICIAL CIRCUIT
DWAYNE THOMPSON,	)	Civil Action No. 2019-CP-44-00054
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	CERTIFICATE OF SERVICE
ROLLING FOG VAPOR COMPANY,	)	
LLC, LG CHEM, LTD., AND LG	)	
CHEM AMERICA, INC.,	)	
	)	
Defendants.	)	
	)	

I, the undersigned, of the law offices of Nelson Mullins Riley & Scarborough LLP, do hereby certify that on this 1st day of February, 2021, a true and correct copy of **DEFENDANT LG CHEM, LTD.'S REPLY TO PLAINTIFF'S OPPOSITION TO RENEWED MOTION TO DISMISS PLAINTIFF'S COMPLAINT FOR LACK OF PERSONAL JURISDICTION** was served on all counsel of record who are participants in the E-Filing system. I also hereby certify that on this 1st day of February 2021, a true and correct copy of this pleading was served via U.S. Mail upon the counsel/parties listed below not participating in the E-Filing system.

Counsel/Parties served:

Via E-Filing:	Via U.S. Mail:
Ronnie L. Crosby, Esquire Alexander P. Lewis, Esquire William B. Cummings, Esquire Austin H. Crosby, Esquire <i>Counsel for Plaintiff Dwayne Thompson</i>	Gina Marie Surace 317 Greenway Drive Chesnee, SC 29323 <i>Registered Agent for Defendant Rolling Fog Vapor Company, LLC</i>

By: /s/Rachel Hedley
Rachel A. Hedley (SC Bar No.: 16941)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF UNION	)	CIVIL ACTION NO.: 2019-CP-44-00054
	)	
DWAYNE THOMPSON,	)	
	)	
Plaintiff,	)	
	)	
v.	)	ORDER DENYING LG CHEM, LTD.'S
	)	MOTION TO DISMISS
LG CHEM, LTD., LG CHEM AMERICA,	)	
INC., and ROLLING FOG VAPOR	)	
COMPANY, LLC,	)	
	)	
Defendants.	)	
	)	

This matter came before the Court for a hearing on February 1, 2020, on Defendant LG Chem LTD.'s ("LG Chem") renewed motion to dismiss for lack of personal jurisdiction. After reviewing the parties' submissions and hearing argument of counsel, the Court denies LG Chem's motion for the reasons stated below.

FACTS AND PROCEDURAL HISTORY

This is a product liability action involving an allegedly defective lithium-ion battery used for an e-cigarette device. Plaintiff, a South Carolina citizen, alleges that on July 27, 2018, the battery, while in his pants pocket, exploded and burst into flames, causing severe burn injuries. The injuries occurred in Spartanburg, South Carolina. Defendant Rolling Fog Vapor Company, LLC, is a retail store in Spartanburg, South Carolina, that sold the battery and e-cigarette device to Plaintiff. (Cmplt. ¶ 2). Defendant LGA, a Delaware corporation, and Defendant LG Chem, Ltd., ("LG"), a South Korean corporation, allegedly designed, manufactured, imported, and sold the battery. *Id.* at ¶¶ 3-6.

On March 4, 2019, Plaintiff filed this action in Union County, South Carolina. The Complaint asserts causes of action for negligence, strict liability, and breach of warranty against all Defendants. Plaintiff alleges LG Chem has “continuing contacts with South Carolina by transacting substantial business in this state and manufacturing, distributing, and/or selling goods with the reasonable expectation that they will be used in this state and which are in fact used in this state.” (Cmplt. ¶ 7).

On November 2, 2020, LG Chem filed a renewed motion to dismiss for lack of personal jurisdiction, along with an affidavit of Sung Han Ryu, an LG Chem representative. Mr. Ryu states, *inter alia*, that LG Chem is a Korean company with its headquarters and principle offices in Seoul, South Korea. (Aff. ¶4). It does not own or lease property in South Carolina. *Id.* at ¶ 7. Mr. Ryu attests that LG Chem does not design, manufacture, distribute or sell a lithium-ion battery for use by individual consumers. *Id.* at ¶ 13.

On January 28, 2021, Plaintiff filed a memorandum in opposition to the renewed motion to dismiss, along with hundreds of import records for the Port of Charleston. The import records show that from December 2016 to February 2019 alone, LG Chem had approximately 296 shipments to the Port of Charleston in South Carolina. (Ex. 1 – Import Data). The import data indicates shipments to Carolina Coverttech in North Augusta, Continental Tire in Sumter, Covidien in Greenwood, Fitesa in Simpsonville, Flex in West Columbia, Milliken Company in Spartanburg, and Volvo Car US Operations, Inc. in Ridgeville. (Ex. 1 – Import Data).

STANDARD

“The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case. The decision of the trial court should be affirmed unless unsupported by the evidence or influenced by an error of law.” *Moosally v. W.W. Norton &*

Co., 358 S.C. 320, 327, 594 S.E.2d 878, 882 (Ct. App. 2004) (internal citation omitted). When addressing a motion to dismiss for lack of personal jurisdiction, “‘Courts will take as true the allegations of the nonmoving party and resolve all factual disputes in its favor.’ This includes any factual disputes brought up by submitted affidavits.” *Brown v. Investment Mgmt. & Research*, 323 S.C. 395, 399, 475 S.E.2d 754, 756 (1996) (quoting 5A Charles A. Wright & Arthur R. Miller, *Federal Practice and Procedure* § 1351 (Supp. 1995)).

ANALYSIS

Taking as true all allegations of Plaintiff and resolving all factual disputes in his favor, the Court finds there are sufficient minimum contacts between LG Chem and South Carolina to support exercising specific personal jurisdiction¹ over LG Chem.

“Specific jurisdiction over a cause of action arising from a defendant’s contacts with the state is granted pursuant to the long arm statute.” *Id.* at 491, 611 S.E.2d at 508 (citing S.C. Code Ann. § 36-2-803 (2003)). “South Carolina’s long-arm statute . . . has been construed to extend to the outer limits of the due process clause.” *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005). Therefore, “the sole question becomes whether the exercise of personal jurisdiction would violate due process.” *Id.*

“Due process requires that there exist minimum contacts between the defendant and the forum state such that maintenance of the suit does not offend traditional notions of fair play and substantial justice.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. “[D]ue process mandates that the defendant possess sufficient minimum contacts with the forum state, so that he could reasonably anticipate being haled into court there.” *Id.* at 491-92, 611 S.E.2d at 508. This is the “‘stream of commerce’ theory” used by South Carolina courts. *State v. NV Sumatra Tobacco*

¹ Plaintiff did not dispute LG Chem’s argument as to general jurisdiction.

Trading, Co., 379 S.C. 81, 89, 89 n.5, 666 S.E.2d 218, 222, 222 n.5 (2008) (“declin[ing] to embrace the ‘stream of commerce plus’ theory”).² “It is essential in each case that there be some act by which the defendant purposefully avails itself of the privilege of conducting activities within the forum state, thus invoking the benefits and protections of its laws.” *Moosally v. W.W. Norton & Co.*, 358 S.C. 320, 332, 594 S.E.2d 878, 884 (Ct. App. 2004).

“The court must also find that the exercise of jurisdiction is reasonable or fair.” *Cockrell*, 363 S.C. at 492, 611 S.E.2d at 508 (internal quotation marks omitted). “Under the fairness prong, the court must consider: (1) the duration of the activity of the nonresident within the state; (2) the character and circumstances of the commission of the nonresident’s acts; (3) the inconvenience resulting to the parties by conferring or refusing to confer jurisdiction over the nonresident; and (4) the State’s interest in exercising jurisdiction.” *Id.*

Initially, the Court finds Plaintiff proves personal jurisdiction based on the pretrial stage pleadings. “At the pretrial stage, the burden of proving personal jurisdiction over a nonresident is met by a prima facie showing of jurisdiction either in the complaint or in affidavits.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. “There is no ‘other evidence’ requirement for personal jurisdiction where the complaint itself demonstrates jurisdiction.” *Mid-State Distribs. v. Century Imps.*, 310 S.C. 330, 332, 426 S.E.2d 777, 779 (1993). Plaintiff alleges in the Complaint that LG Chem has “continuing contacts with South Carolina by transacting substantial business in this state and manufacturing, distributing, and/or selling goods with the reasonable expectation that they will be used in this state and which are in fact used in this state.” (Cmplt. ¶ 7). This demonstrates specific personal jurisdiction under the long-arm statute and due process analysis by asserting sufficient

² See also *Sheppard v. Mercedes-Benz USA, LLC*, C/A No. 2010-CP-38-1558 (Nov. 15, 2012), p. 7 (affirming South Carolina’s use of the stream of commerce theory pursuant to *Sumatra Tobacco*).

minimum contacts and the fairness and expectation of being haled into court in South Carolina under the stream of commerce theory.

Alternatively, the Court also finds that, based on the evidence submitted, Plaintiff demonstrates specific personal jurisdiction. LG Chem possesses sufficient minimum contacts with South Carolina so that it should reasonably anticipate being haled into court here.

Under South Carolina's long-arm statute,

A court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person's: (1) transacting any business in this State; (2) contracting to supply services or things in the State; . . . (4) causing tortious injury or death in this State by an act or omission outside this State if he regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this State.

S.C. Code Ann. § 36-2-803(A). LG Chem has a presence in South Carolina in the form of continuously and regularly using a South Carolina port to conduct its business activities, and deriving revenue from South Carolina. Along with the evidence of LG Chem's activities and conduct discussed below, this satisfies the minimum contacts analysis.

Plaintiff submitted an exhibit showing approximately 296 product shipments from LG Chem through the Port of Charleston, South Carolina, from December 2016 to February 2019. Plaintiff also demonstrated that these products are delivered to seven (7) different locations in South Carolina. This is ample evidence that LG Chem transacted business in South Carolina; contracted to supply things in South Carolina; and caused injury in South Carolina when it regularly does or solicits business, or engages in a persistent course of conduct, or derives substantial revenue from goods used or consumed in South Carolina. *See* S.C. Code Ann. § 36-5-803(A); *Moosally*, 358 S.C. at 336, 594 S.E.2d at 886 ("W.W. Norton's continual practice of marketing and distributing books in South Carolina satisfies the power prong of the due process analysis."); *Catalana v. Carnival Cruise Lines, Inc.*, 618 F. Supp. 18, 22 (D. Md. 1984) ("By using

the port of Baltimore as a site for regularly scheduling cruises, Carnival has purposefully availed itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws.”). LG Chem participated in the economic markets of this state and derived revenue from this state. Therefore, the minimum contacts prong is satisfied.

LG Chem does not dispute that they distribute and sell various products that come through the Port of Charleston. However, they argue that because, according to them, they do not ship lithium-ion batteries through a South Carolina port that this Court does not have jurisdiction over them. The Court rejects this assertion because another court already found that “LGCAI is responsible for marketing LGC petrochemicals, information and electronic materials, and *batteries* to customers in the United States.” *Celgard, LLC v. LG Chem, Ltd.*, 2015 U.S. Dist. LEXIS 66600, *74, 2015 WL 2412467 (W.D.N.C. May 21, 2015) (emphasis added). Therefore, it should come as no surprise to LG Chem that the subject battery ended up in South Carolina and injured a South Carolina citizen.

The exercise of personal jurisdiction is also reasonable and fair. First, LG Chem has conducted activities in South Carolina for a sufficient duration. The import records show its use of the Port for over ten years. Second, the character and circumstances of the commission of LG Chem’s acts support exercising personal jurisdiction. It consistently and repeatedly uses the Port of Charleston and receives products directly to South Carolina. Third, there is no inconvenience to the parties by conferring jurisdiction over LG Chem. LG Chem is actively litigating cases around the country involving the same type of battery at issue in this case. Fourth, South Carolina has an interest in exercising jurisdiction over LG Chem. “South Carolina has an interest in providing redress for its citizens.” *Cribb v. Spatholt*, 382 S.C. 490, 504, 676 S.E.2d 714, 721 (Ct. App. 2009) (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 473 (1985) (“A State generally

has a ‘manifest interest’ in providing its residents with a convenient forum for redressing injuries inflicted by out-of-state actors.”)). Finally, three other circuit court judges in South Carolina have examined this precise issue and determined that South Carolina has personal jurisdiction over LG Chem. (Ex. 2, Order from the Honorable Michael G. Nettles, Ex. 3, Order from the Honorable Courtney Clyburn Pope, and Ex. 4, Order from the Honorable Bentley Price). The Court has specific personal jurisdiction over LG Chem.

CONCLUSION

After reviewing all relevant cases presented by the parties, the Court is bound by *Sumatra*. Based on *Sumatra* and the additional authority cited above, the Court denies LG Chem’s motion.

AND IT IS SO ORDERED.

Dated: _____

York, South Carolina

William A. McKinnon
Circuit Court Judge

EXHIBIT

1

	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & AMP; NUMBERS	CONSIGNEE ADDRESS	SHIPPER
P/O : E R TEN											INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TM DAER SEO 55320
4 36 6	LG CHEM AMERICA, INC.	LG CHEM, LTD.	02/08/2019	43254	19661	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN BONA CHANG / BCHANGLGCHEMXXXX	LG TM DAER SEO 07336
-IS	LG CHEM AMERICA, INC.	LG CHEM LTD.	02/05/2019	44000	20000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN BONA CHANG / BCHANGLGCHEMXXXX	LG TM DAER SEO 07336
	CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	02/05/2019	44000	20000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS . . .	15 FOREST STREET CLOSTER, NJ 07624 TEL 1- 201-364-4923	LG TM DAER SEO 07336
-IS	LG CHEM AMERICA, INC.	LG CHEM LTD.	02/05/2019	44000	20000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN BONA CHANG / BCHANGLGCHEMXXXX	LG TM DAER SEO 07336
3(D) 16.11	LG CHEM AMERICA, INC.	LG CHEM LTD.	02/05/2019	46200	21000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400- 6125 BCHANGLGCHEM.COM	LG TM DAER SEO 07336
1YL	CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	02/05/2019	44000	20000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS . . .	15 FOREST STREET CLOSTER, NJ 07624 TEL 1- 201-364-4923	LG TM DAER SEO 07336
-IS	LG CHEM AMERICA, INC.	LG CHEM LTD.	01/29/2019	44000	20000	Pusan	Charleston, South Carolina	HANOVER EXPRESS	South Korea	NO MARKS	3475 PIEDMONT ROAD, NESTE 1200, ATLANTA, GA 30305, USA TEL 1-404-400- 6125 BCHANGLGCHEM.COM	LG TM DAER SEO KORE
											3475 PIEDMONT RD NE,	LG TM

	LG CHEM AMERICA, INC.	LG CHEM LTD.	01/29/2019	44000	20000 Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS . .	SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400-6125 BCHANLGCHEM.COM	DAER SEOU COSE
IYL -HS	LG CHEM AMERICA, INC.	LG CHEM LTD.	01/29/2019	44000	20000 Pusan	Charleston, South Carolina	MOL MODERN	South Korea	N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400-6125 BCHANLGCHEM.COM	LG TM DAER SEOU 07336
IYL -HS	LG CHEM AMERICA, INC.	LG CHEM, LTD	01/29/2019	88000	40000 Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA TEL 1-404-400-6125 BCHANLGCHEM.COM	LG TM DAER SEOU 07336
I36- AL	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	01/25/2019	222666	101212 Ningpo	Charleston, South Carolina	NORTHERN JASPER	China	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, .NORTH CAROLINA- 1-3368784207 TEL EX 53	LG TM DONG SEOU TEL E
IYL -HS	VOLVO CAR US OPERATIONS INC	LG CHEM	01/24/2019	26752	12160 Pusan	Charleston, South Carolina	NORTHERN JASPER	South Korea	VOLVO CARS CHARLESTON	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	20 YO YOUN TOWE
IYL -HS	LG CHEM AMERICA, INC.	LG CHEM, LTD	01/21/2019	88000	40000 Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	NO MARKS NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA ATTN JEENY CHO/JENNYCHO1LGCHEM.COM TEL 404-400-6114 EXT 6125	LG TM DAER SEOU 07336
CID) 16.11 36- AL	LG CHEM AMERICA, INC.	LG CHEM, LTD	01/21/2019	46200	21000 Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA ATTN JEENY CHO/JENNYCHO1LGCHEM.COM TEL 404-400-6114 EXT 6125	LG TM DAER SEOU 07336
L:336	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	01/20/2019	222666	101212 Ningpo	Charleston, South Carolina	ZIM ROTTERDAM	China	N/M N/M N/M N/M N/M	243 WOODBINE ST.HIGH POINT, NORTH CAROLINA- 1-3368784207 TEL EX 53	LG TM DONG SEOU EX 82-

SEAL NO.: 09476 IN ISO 3475 PIEDMONT RD NE, LG TM

LG CHEM AMERICA, INC.	LG CHEM LTD.	01/13/2019	88000	40000	Pusan	Charleston, South Carolina	ZIM NINGBO	South Korea	TANK SEAL NO.: 109496 IN ISO TANK	SUITE 1200, ATLANTA ATLANTA US US	DAER YOUN
LG CHEM AMERICA, INC.	LG CHEM LTD.	01/08/2019	220462	100210	Pusan	Charleston, South Carolina	MSC CHICAGO	South Korea	1566/011600 RF CU8210591/010719/010754/010758 ITTU 1055141/010221/010223/010242 SEGU80 36009/008106/008115/00	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN: BONA CHANG / 1-4044006125	LG TM DAER SEOU 07336 32555
KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	01/06/2019	222666	101212	Ningpo	Charleston, South Carolina	ZIM ANTWERP	China	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, .NORTH CAROLINA- 1-3368784207 TEL EX 53	LG TM DONG SEOU TEL E
LG CHEM AMERICA, INC.	LG CHEM, LTD.	01/03/2019	43254	19661	Ningpo	Charleston, South Carolina	TIANJIN	China	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TM DAER SEOU 55320
LG CHEM AMERICA, INC.	LG CHEM, LTD.	01/03/2019	43254	19661	Ningpo	Charleston, South Carolina	TIANJIN	China	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TM DAER SEOU 55320
LG CHEM AMERICA, INC.	LG CHEM LTD.	01/03/2019	88000	40000	Pusan	Charleston, South Carolina	TIANJIN	South Korea	SEAL NO.: 132586 IN ISO TANK SEAL NO.: 132568 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TM DAER YOUN
ECOMIRAE TECHNOLOGIES LLC	LG CHEM, LTD.	12/22/2018	117638	53472	Pusan	Charleston, South Carolina	ZIM ALABAMA	South Korea	N/M N/M N/M	2445 NW 38TH STREET, GAINESVILLE, FL 32605, USA ATTN: SEUNGKOO KANG— 1-6786913927	128 YI YEON SEOU 37731
EATON POWER	LG CHEM LTD	12/21/2018	92633	42106	Pusan	Charleston, South Carolina	LOS ANGELES TRADER	South Korea	 NM	8380 CAPITAL BLVD RALEIGH NC 27616 US	128 YI YEON 07336
EATON POWER	LG CHEM LTD	12/21/2018	92633	42106	Pusan	Charleston, South Carolina	LOS ANGELES TRADER	South Korea	 NM	8380 CAPITAL BLVD RALEIGH NC 27616 US	128 YI YEON 07336

EATON POWER	LG CHEM LTD	12/21/2018	88055	40025	Pusan	Carolina	TRADER	South Korea	NM NM NO MARK	RALEIGH NC 27616 US	07336
LG CHEM AMERICA, INC.	LG CHEM LTD.	12/16/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK SHEERNESS	South Korea	SEAL NO.: 005860 IN ISO TANK SEAL NO.: 005821 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
LG CHEM AMERICA, INC.	LG CHEM, LTD.	12/16/2018	222666	101212	Pusan	Charleston, South Carolina	MAERSK SHEERNESS	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, . NORTH CAROLINA -- 1-3368784207 TEL EX 53	LG TW DONG SEOU TEL E
LG CHEM AMERICA, INC	LG CHEM LTD.	12/16/2018	267859	121754	Pusan	Charleston, South Carolina	MAERSK SHEERNESS	South Korea	N/M N/M N/M N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN:BONA CHANG / BCHANG@LGCHEM.COM ##	LG TW DAER SEOU 07336
LG CHEM AMERICA, INC.	LG CHEM LTD.	12/15/2018	88000	40000	Pusan	Charleston, South Carolina	AMERICA	South Korea	SEAL NO.: 131599 IN ISO TANK SEAL NO.: 131594 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
ECOMIRAE TECHNOLOGIES LLC	LG CHEM, LTD.	12/10/2018	217814	99006	Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	2445 NW 38TH STREET, GAINESVILLE, FL 32605, USA ATTN: SEUNGKOO KANG— 1-6786913927	128 YI YEON SEOU 55320
LG CHEM AMERICA, INC.	LG CHEM LTD.	12/10/2018	88000	40000	Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	SEAL NO.: 002644 IN ISO TANK SEAL NO.: 002640 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
LG CHEM AMERICA, INC.	LG CHEM, LTD	12/10/2018	50992	23178	Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	128, Y YEON KORE
LG CHEM AMERICA, INC.	LG CHEM, LTD.	12/04/2018	43254	19661	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TW DAER SEOU 55320

LG CHEM AMERICA, INC.	LG CHEM LTD.	12/01/2018	88000	40000	Pusan	Charleston, South Carolina	EVER LEADING	South Korea	SEAL NO.: 941399 IN ISO TANK SEAL NO.: 941357 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TM DAER YOUN
LG CHEM AMERICA	LG CHEM LTD.	12/01/2018	44000	20000	Pusan	Charleston, South Carolina	EVER LEADING	South Korea	SEAL NO.: 174599 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
6-1 2-ETYL LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/2018	88184	40084	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:404-400-6101 EXT. 6114 1-4044006125	LG TM DAER SEOU EX 82-
6-1 2-ETYL LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/2018	138891	63132	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA BCHANG@LGCHEM.COM 1-4044006125	LG TM DAER SEOU EX 82-
6-1 2-ETYL LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/2018	88184	40084	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:404-400-6101 EXT. 1-4044006125	LG TM DAER SEOU 07336 32555
6-1 2-ETYL LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/2018	88184	40084	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:404-400-6101 EXT. 6114 1-4044006125	LG TM DAER SEOU 07336 32555
6-1 2-ETYL LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/2018	88184	40084	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:404-400-6101 EXT. 6114 1-4044006125	LG TM DAER SEOU 07336 32555
6-1 2-ETYL LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/2018	88184	40084	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN:BONA CHANG/BCHANG@LGCHEM.COM 1-4044006125	LG TM DAER SEOU 07336 32555

	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	11/26/2018	267859	121754 Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST. HIGH POINT, NORTH CAROLINA 27261 ATTN: BETH KLINE TEL:336-878-4269/336-878-4223	LG TM DONG SEOU
HIGH	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/16/2018	37037	16835 Pusan	Charleston, South Carolina	ZIM SAN DIEGO	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 BCHANG@LGCHEM.COM 1-4044006125	LG TM DAER SEOU 07336 32555
1 KG	LG CHEM AMERICA, INC.	LG CHEM, LTD	11/16/2018	46032	20924 Pusan	Charleston, South Carolina	ZIM SAN DIEGO	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA 1-4044006125	128, Y DAER SEOU TEL E
	CHEMBANK INTERNATIONAL, INC.	LG CHEM, LTD	11/14/2018	44000	20000 Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS . .	15 FOREST STREET CLOSTER, NJ 07624 TEL 1-201-364-4923	LG TM DAER SEOU 07336
HS	LG CHEM AMERICA INC.	LG CHEM, LTD	11/14/2018	44000	20000 Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA ATTN JEENY CHO/JENNYCHO1@LGCHEM.COM TEL 404-400-6114 EXT 6125	LG TM DAER SEOU 07336
5880	LG CHEM AMERICA, INC.	LG CHEM, LTD	11/12/2018	45936	20880 Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	128, Y DAER SEOU
DOWN	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/12/2018	176000	80000 Pusan	Charleston, South Carolina	MSC RANIA	South Korea	SEAL NO.: 032428 IN ISO TANK SEAL NO.: 032409 IN ISO TANK SEAL NO.: 032436 IN ISO TANK SEAL NO.: 032479 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
9884 HS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/12/2018	35361	16073 Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TM DONG SEOU

HS L-A HS L-A HS	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	11/12/2018	267859	121754	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	POINT, NORTH CAROLINA 27261 ATTN: BETH KLINE TEL:336-878-4269/336-878-4223	LG TM DONG SEOU
	EATON POWER	LG CHEM LTD	11/11/2018	10318	4690	Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	AS PER LABEL	8380 CAPITAL BLVD RALEIGH NC 27616 US	128 YI YEON 07336
	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/11/2018	46200	21000	Pusan	Charleston, South Carolina	EVER LENIENT	South Korea	SEAL NO.: 928516 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA, ATLANTA, US US	LG TM DAER YOUN
	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/11/2018	46200	21000	Pusan	Charleston, South Carolina	EVER LENIENT	South Korea	SEAL NO.: 928526 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, ATLANTA, US US	LG TM DAER YOUN
	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/09/2018	35361	16073	Pusan	Charleston, South Carolina	MSC LISBON	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TM DONG SEOU
	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/30/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 032378 IN ISO TANK SEAL NO.: 032346 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TM DAER YOUN
	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/30/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 109294 IN ISO TANK SEAL NO.: 109275 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TM DAER YOUN
	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	10/23/2018	267859	121754	Pusan	Charleston, South Carolina	COLUMBINE MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST. HIGH POINT, NORTH CAROLINA 27261 ATTN: BETH KLINE TEL: 336-878-4269	LG TM DONG SEOU
											5550 TRIANGLE PARKWAY	LG TM DAER SEOU

GH	FNS INC ATL	LG CHEM LTD.	10/23/2018	37037	16835 Pusan	Charleston, South Carolina	COLUMBINE MAERSK	South Korea	AS PER LABEL	3300 MARBLE PARKWAY, STE 390 NORCROSS, GA 30092 1-6786913927	07336-32555
EL: ECOMIRAE	TECHNOLOGIES LLC	LG CHEM, LTD.	10/23/2018	175438	79745 Pusan	Charleston, South Carolina	COLUMBINE MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	2445 NW 38TH STREET, GAINESVILLE, FL 32605, USA ATTN: SEUNGKOO KANG— 1-4047666441 TEL EX 64	128 YI YEON SEOU 55320
GH	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/23/2018	37037	16835 Pusan	Charleston, South Carolina	COLUMBINE MAERSK	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAK@LGCHEM.COM— 1-4044006125	LG TW DAER SEOU 07336-32555
9875 IS	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/21/2018	44000	20000 Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 032392 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
	LG CHEM AMERICA, INC.	LG CHEM, LTD.	10/21/2018	35361	16073 Pusan	Charleston, South Carolina	MSC ROMA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TW DONG SEOU
D L-A	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/21/2018	44000	20000 Pusan	Charleston, South Carolina	EVER LAUREL	South Korea	SEAL NO.: 032793 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	10/19/2018	264552	120251 Pusan	Charleston, South Carolina	TIANJIN	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST. HIGH POINT, NORTH CAROLINA 27261 ATTN: BETH KLINE TEL: 336-878-4269	LG TW DONG SEOU
	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/18/2018	44000	20000 Pusan	Charleston, South Carolina	CMA CGM NORMA	South Korea	SEAL NO.: 005593 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
	LG CHEM AMERICA,					Charleston, South			SEAL NO.: 630191 IN	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA	LG TW DAER

INC.	LG CHEM LTD.	10/12/2018	46200	21000	Pusan	Carolina	ZIM ANTWERP	South Korea	ISO TANK	ATLANTA US US	YOUN
LG CHEM AMERICA, INC.	LG CHEM LTD.	10/12/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 928967 IN ISO TANK SEAL NO.: 008097 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, ATLANTA US US	LG TM DAER YOUN
LG CHEM AMERICA, INC.	LG CHEM LTD.	10/12/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 005588 IN ISO TANK SEAL NO.: 005541 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, ATLANTA US US	LG TM DAER YOUN
ABS	LG CHEM AMERICA, INC.	10/07/2018	177176	80535	Ningpo	Charleston, South Carolina	MAERSK UTAH	China	AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL: 678-984-5714 1-4044006125	20 YO YOUN TOWE KORE TEL E
9 J.C	LG CHEM AMERICA, INC.	10/05/2018	88000	40000	Pusan	Charleston, South Carolina	YM UBIQUITY	South Korea	NO MARKS NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 404-400-6101 EXT. 6114 RPASHAKLGCHEM.COM	LG TM DAER SEOU
9 J.C	LG CHEM AMERICA, INC.	10/03/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MAESTRO	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COMXX XX	LG TM DAER GU,SE CODE
IS	LG CHEM AMERICA, INC.	10/03/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MAESTRO	South Korea	NO MARKS	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA ATTN SEA GUN LEEXXX	LG TM DAER SEOU 07336
L DE	LG CHEM AMERICA, INC.	09/29/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MISSION	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COMXX XX	LG TM DAER SEOU 07336
ER) 16.12	LG CHEM AMERICA, INC.	09/29/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MISSION	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COM TEL 248-289-5795	LG TM DAER SEOU 07336

L DE	LG CHEM AMERICA, INC.	LG CHEM LTD.	09/17/2018	44000	20000	Pusan	Charleston, South Carolina	HARBOUR BRIDGE	South Korea	NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400- 6125 JENNYCHO1LGCHEM.COM	LG TM DAER SEOU 07336 NO
	LG CHEM AMERICA INC	LG CHEM LTD.	09/16/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM DJIBOUTI	South Korea	SEAL NO.: 128739 IN ISO TANK SEAL NO.: 128558 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
	LG CHEM AMERICA, INC.,	LG CHEM LTD.	09/07/2018	88000	40000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 005371 IN ISO TANK SEAL NO.: 032270 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	LG TM DAER YOUN
-A ETH 3 RIVE 492 843-	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	09/04/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, NORTH CAROLINA	LG TM DONG SEOU
	SEALED AIR CORPORATION	LG CHEM EUROPE GMBH	08/30/2018	1164	529	Antwerp	Charleston, South Carolina	CHARLESTON EXPRESS	Belgium	SEALED AIR CORPORATION 100 ROGERS BRIDGE ROAD BUILDING A 29334 DUNCAN US	100 ROGERS BRIDGE ROAD BUILDING A DUNCAN, OK 29334 US	LYONI FRAN
'00 000 IT)-E- , 352-	ECOMIRAE TECHNOLOGIES LLC	LG CHEM LTD.	08/28/2018	38360	17436	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	AS PER LABEL	2445 NW 38TH STREET, GAINESVILLE, FL 32605, USA ATTN: SEUNGKOO KANG— 1-3106674852 TEL EX 33	LG TM DAER SEOU 37731
57 BS	FNS INC ATL	LG CHEM, LTD.	08/28/2018	141741	64428	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	5550 TRIANGLE PARKWAY STE 390 NORCROSS, GA 30092 1-6786913927	20 YO YOUN TOWE KORE TEL E
57 BS 170 ABS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/28/2018	141741	64428	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL: 678-984- 5714 1-4044006125	20 YO YOUN TOWE KORE TEL E

LG CHEM AMERICA, ABS INC.	LG CHEM LTD.	08/28/2018	141741	64428	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL: 678-984- 5714 1-4044006125	LG TM DAER SEOU 37731	
L DE	CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	08/25/2018	44000	20000	Pusan	Charleston, South Carolina	HOUSTON BRIDGE	South Korea	NO MARKS . . .	15 FOREST STREET CLOSTER, NJ 07624 TEL 1- 201-364-4923	LG TM DAER SEOU 07336
L DE	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/25/2018	44000	20000	Pusan	Charleston, South Carolina	HOUSTON BRIDGE	South Korea	NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COM TEL 248-289-5795	LG TM DAER SEOU 07336 NO
.C .C	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/25/2018	88000	40000	Pusan	Charleston, South Carolina	HOUSTON BRIDGE	South Korea	NO MARKS . . . NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 404-400- 6101 EXT. 6114 RPASHAKLGCHEM.COM	LG TM DAER SEOU 07336 NO
- 9 .C - 9 .C	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/25/2018	88000	40000	Pusan	Charleston, South Carolina	HOUSTON BRIDGE	South Korea	NO MARKS NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 404-400- 6101 EXT. 6114 RPASHAKLGCHEM.COM	LG TM DAER SEOU 07336
10404 LIC, 218, -0099	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/23/2018	36960	16800	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAK LGCHEM.COM	LG TM DAER SEOU 07336
-NP 12,80 A, LIC, 0 KG	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/23/2018	30567	13894	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA TEL: 678-984- 5714 1-4044006125	20 YO YOUN TOWE KORE EX 82-
0 LIC, 0 KG	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/23/2018	70870	32214	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA TEL: 678-984- 5714 1-4044006125	20 YO YOUN TOWE KORE EX 82-
											20 YO 3475 PIEDMONT ROAD, NE YOUN	

0.000 3 0.000 3 0.000 3) KG	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/23/2018	70870	32214 Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL AS PER LABEL	STE 1200, ATLANTA, GA 30305, USA TEL: 678-984-5714 1-4044006125	TOWE KORE EX 82-
ABS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/23/2018	177176	80535 Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA TEL: 678-984-5714 1-4044006125	20 YO YOUN TOWE KORE EX 82-
ABS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/23/2018	70870	32214 Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA TEL: 678-984-5714 1-4044006125	20 YO YOUN TOWE KORE EX 82-
0.000 3 0.000 3 0.000 3) KG	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	08/22/2018	222666	101212 Ningpo	Charleston, South Carolina	SAFMARINE MAFADI	China	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT,, NORTH CAROLINA 27261 ATTN:BETH KLINE 336-878-4269 1-3368784207 TEL EX 53	LG TM DONG SEOU EX 82-
L: P/O : 217-	TO ORDER	LG CHEM, LTD.	08/15/2018	421964	191802 Ningpo	Charleston, South Carolina	SAFMARINE MULANJE	China	N/M N/M N/M N/M N/M N/M N/M N/M N/M	OF LG CHEM AMERICA, INC 3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA 1-4044006125	128 YI YEON SEOU 37731
	CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	08/14/2018	44000	20000 Pusan	Charleston, South Carolina	MSC LISBON	South Korea	SEAL NO.: 005226 IN ISO TANK	15 FOREST STREET CLOSTER CLOSTER US US	LG TM DAER YOUN
	LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/06/2018	176000	80000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 005197 IN ISO TANK SEAL NO.: 005162 IN ISO TANK SEAL NO.: 005137 IN ISO TANK SEAL NO.: 005179 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	LG TM DAER YOUN
	LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/03/2018	88000	40000 Pusan	Charleston, South Carolina	TIANJIN	South Korea	SEAL NO.: 166347 IN ISO TANK SEAL NO.: 166390 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	LG TM DAER YOUN
										3475 PIEDMONT RD. NE	LG TM

D	LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/03/2018	44000	20000 Pusan	Charleston, South Carolina	TIANJIN	South Korea	SEAL NO.: 128100 IN ISO TANK	STE. 1200, ATLANTA ATLANTA US US	DAER YOUN
-									AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL		
...									LABEL AS PER LABEL AS PER LABEL AS PER LABEL		
	SAP ECOMIRAE TECHNOLOGIES LLC	LG CHEM,LTD.	08/01/2018	523796	238089 Ningpo	Charleston, South Carolina	GRASMERE MAERSK	China	LABEL AS PER LABEL AS PER LABEL AS PER LABEL	2445 NW 38TH STREET, GAINESVILLE, FL 32605, USA ATTN: SEUNGKOO KANG— 1-6786913927	128 YI YEON SEOU 55320
00									AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	OF LG CHEM AMERICA, INC 3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA 1-4044006125	128 YI YEON SEOU 37731
	TO ORDER	LG CHEM,LTD.	08/01/2018	268523	122056 Ningpo	Charleston, South Carolina	GRASMERE MAERSK	China	LABEL AS PER LABEL AS PER LABEL AS PER LABEL		
G S-									AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	5550 TRIANGLE PARKWAY STE 390 NORCROSS, GA 30092 1-6786913927	128 YI YEON SEOU 37731
)	FNS INC ATL	LG CHEM,LTD.	08/01/2018	230162	104619 Ningpo	Charleston, South Carolina	GRASMERE MAERSK	China	LABEL AS PER LABEL AS PER LABEL AS PER LABEL		
3									AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	OF LG CHEM AMERICA, INC 3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA 1-4044006125	128 YI YEON SEOU 37731
G S-									AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL		
	TO ORDER	LG CHEM,LTD.	08/01/2018	230162	104619 Ningpo	Charleston, South Carolina	GRASMERE MAERSK	China	LABEL AS PER LABEL AS PER LABEL AS PER LABEL		
	LG CHEM AMERICA, INC.,	LG CHEM LTD.	07/30/2018	176000	80000 Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 005199 IN ISO TANK SEAL NO.: 005096 IN ISO TANK SEAL NO.: 005188 IN ISO TANK SEAL NO.: 005166 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	LG TM DAER YOUN
D	LG CHEM AMERICA, INC.,	LG CHEM LTD.	07/28/2018	44000	20000 Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 128084 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	LG TM DAER YOUN
-A									AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT,, NORTH CAROLINA 27261 ATTN:BETH KLINE TE 336-878-4269	LG TM DONG SEOU
DRIVE	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	07/24/2018	222200	101000 Pusan	Charleston, South Carolina	MSC MAXNE	South Korea	LABEL AS PER LABEL AS PER LABEL AS PER LABEL	OF LG CHEM AMERICA, INC 3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA 1-4044006125	128 YI YEON SEOU 37731
492,									AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL		
843-									LABEL AS PER LABEL AS PER LABEL AS PER LABEL		
JD									AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL		
IMER									AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL		
00									AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL		
	TO ORDER	LG CHEM,LTD.	07/24/2018	460225	200220 Pusan	Charleston, South Carolina	MSC MAXNE	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL		

1	TO ORDER	LG CHEM, LTD.	07/24/2018	460325	209239	Pusan	Carolina	MSC MAXINE	South Korea	AS PER LABEL AS PER	4044006125	37731
ED	CHEMBANK						Charleston, South					LG TM
ED	INTERNATIONAL, INC	LG CHEM LTD.	07/13/2018	44000	20000	Pusan	Carolina	AMERICA	South Korea	SEAL NO.: 005051 IN	15 FOREST STREET	DAER
ED										ISO TANK	CLOSTER CLOSTER US US	YOUN
ED											3475 PIEDMONT RD NE,	LG TM
ED											SUITE 1200, ATLANTA, GA	DAER
ED	LG CHEM AMERICA,						Charleston, South	MAERSK			30305 USA TEL:1-404-400-	SEOU
ED	INC.	LG CHEM LTD.	07/10/2018	37037	16835	Pusan	Carolina	SURABAYA	South Korea	AS PER LABEL	6125- 1-2018162000 TEL EX	07336
ED											09	32555
ED											3475 PIEDMONT RD NE,	LG TM
ED											SUITE 1200, ATLANTA, GA	DAER
ED	LG CHEM AMERICA,						Charleston, South	MAERSK			30305 USA TEL:1-404-400-	SEOU
ED	INC.	LG CHEM LTD.	07/10/2018	37037	16835	Pusan	Carolina	SURABAYA	South Korea	AS PER LABEL	6125- 1-4044006125	07336
ED												32555
ED											3475 PIEDMONT RD NE,	LG TM
ED											SUITE 1200, ATLANTA, GA	DAER
ED	LG CHEM AMERICA,						Charleston, South	MAERSK			30305 USA TEL:1-404-400-	SEOU
ED	INC.	LG CHEM LTD.	07/10/2018	37037	16835	Pusan	Carolina	SURABAYA	South Korea	AS PER LABEL	6125- 1-4044006125	07336
ED												32555
ED											3475 PIEDMONT RD NE,	LG TM
ED											SUITE 1200, ATLANTA, GA	DAER
ED	LG CHEM AMERICA,						Charleston, South	MAERSK			30305 USA TEL:1-404-400-	SEOU
ED	INC.	LG CHEM LTD.	07/10/2018	37037	16835	Pusan	Carolina	SURABAYA	South Korea	AS PER LABEL	6125- 1-4044006125	07336
ED												32555
ED											3475 PIEDMONT RD NE,	LG TM
ED											SUITE 1200, ATLANTA, GA	DAER
ED	LG CHEM AMERICA,						Charleston, South	MAERSK			30305 USA TEL:1-404-400-	SEOU
ED	INC.	LG CHEM LTD.	07/10/2018	37037	16835	Pusan	Carolina	SURABAYA	South Korea	AS PER LABEL	6125- 1-4044006125	07336
ED												32555
ED											3475 PIEDMONT RD NE,	LG TM
ED											SUITE 1200, ATLANTA, GA	DAER
ED	KAO SPECIALTIES						Charleston, South	MAERSK		AS PER LABEL AS PER		LG TM
ED	AMERICAS LLC	LG CHEM, LTD.	07/10/2018	222200	101000	Pusan	Carolina	SURABAYA	South Korea	LABEL AS PER LABEL	243 WOODBINE ST.HIGH	DONG
ED										AS PER LABEL AS PER	POINT, . NORTH CAROLINA	SEOU
ED										LABEL		
ED											3475 PIEDMONT ROAD NE	LG TM
ED	LG CHEM AMERICA						Charleston, South			SEAL NO.: 027192 IN	SUITE 1200 ATLANTA	DAER
ED	INC	LG CHEM LTD.	07/07/2018	44000	20000	Pusan	Carolina	E.R. TIANPING	South Korea	ISO TANK	ATLANTA US US	YOUN
ED												
ED											3475 PIEDMONT ROAD NE	LG TM
ED	LG CHEM AMERICA						Charleston, South			SEAL NO.: 027859 IN	SUITE 1200 ATLANTA	DAER
ED	INC	LG CHEM LTD.	07/06/2018	44000	20000	Pusan	Carolina	NORTHERN JULIE	South Korea	ISO TANK	ATLANTA US US	YOUN

100, E	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	05/15/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL	245 WOODBINE STREET HIGH POINT NC 27261 ATTN: BETH KLINE/LINDA GARNER	LG TM DONG SEO
100	LG CHEM AMERICA INC	LG CHEM LTD.	05/10/2018	88000	40000	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	SEAL NO.: 125338 IN ISO TANK SEAL NO.: 004216 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
100	LG CHEM AMERICA INC	LG CHEM LTD.	05/10/2018	88184	40084	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	N/M N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL: 1-404-400-612 JENNYCHO1@LGCHEM.CO M 1-4044006125	LG TM DAER SEO 07336 32555
100	LG CHEM AMERICA INC 3475	LG CHEM LTD. LG TWIN TOWERS,	05/10/2018	132277	60126	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	N/M N/M N/M	PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 1-4044006125	128, YOUN KORE 55320
100	LG CHEM AMERICA INC	LG CHEM LTD.	05/04/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 925486 IN ISO TANK SEAL NO.: 925463 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
100	LG CHEM AMERICA INC	LG CHEM LTD.	05/04/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 918952 IN ISO TANK SEAL NO.: 918994 IN ISO TANK SEAL NO.: 004792 IN ISO TANK SEAL NO.: 004785 IN ISO TANK SEAL NO.: 004794 IN ISO TANK SEAL NO.: 004790 IN	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
100	LG CHEM AMERICA INC	LG CHEM LTD.	05/04/2018	264000	120000	Pusan	Charleston, South Carolina	MSC ROMA	South Korea		3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
100	LG CHEM AMERICA	LG CHEM, LTD.	04/28/2018	33230	15105	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-4044006125	128, Y YEON REPU 55320

SEAL NO.: 125796 IN 3475 PIEDMONT ROAD NE

LG CHEM AMERICA INC	LG CHEM LTD.	04/28/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	ISO TANK SEAL NO.: 125775 IN ISO TANK	SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	04/26/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN BETH KLINE/LINDA GARNER	LG TM DONG SEO
VOLVO CAR US OPERATIONS INC	LG CHEM	04/21/2018	26752	12160	Pusan	Charleston, South Carolina	E. R. TIANPING	South Korea	41050411607	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	20 YO YOUN TOWE
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004178 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 120 ATLANTA ATLANTA US US	128, Y DAER SEO
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004000 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	88000	40000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 123966 IN ISO TANK SEAL NO.: 918087 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
LG CHEM AMERICA, INC.,	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004576 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	128, Y DAER SEO
LG CHEM AMERICA, INC	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004597 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, ATLANTA, US US	128, Y DAER SEO
LG CHEM AMERICA,						Charleston, South			SEAL NO.: 004594 IN	3475 PIEDMONT RD. NE STE. 1200, ATLANTA	LG TM

INC.,	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Carolina	PARSIFAL	South Korea	ISO TANK	ATLANTA US US	DAER
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	88000	40000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 931894 IN ISO TANK SEAL NO.: 931855 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 003990 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA, INC.	LG CHEM. LTD.	04/05/2018	35361	16073	Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	AS PER LABEL	3475 PIEDMONT ROAD, NESTE 1200, ATLANTA, GA 30305, USA 1-404-400- 6112XXX	20 YO YOUN TOWE KORE
LG CHEM AMERICA INC	LG CHEM LTD.	04/01/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 931295 IN ISO TANK SEAL NO.: 931278 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOUL
LG CHEM AMERICA INC	LG CHEM LTD.	04/01/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 931879 IN ISO TANK SEAL NO.: 931873 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOUL
LG CHEM AMERICA INC	LG CHEM LTD.	04/01/2018	44000	20000	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 001389 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOUL
LG CHEM AMERICA INC	LG CHEM LTD.	04/01/2018	88000	40000	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	SEAL NO.: 931371 IN ISO TANK SEAL NO.: 931366 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOUL
LG CHEM AMERICA, INC	LG CHEM, LTD.	03/26/2018	35361	16073	Pusan	Charleston, South Carolina	EVER LIFTING	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-404-400-6112	20 YO YOUN TOWE KORE

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	LG CHEM AMERICA INC	LG CHEM LTD.	03/08/2018	46200	21000 Pusan	Charleston, South Carolina	ZIM ROTTERDAM	South Korea	SEAL NO.: 123196 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
16889 4S	LG CHEM AMERICA INC	LG CHEM LTD.	03/05/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 121824 IN ISO TANK SEAL NO.: 123385 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
4028	LG CHEM AMERICA,	LG CHEM, LTD.	03/02/2018	35361	16073 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-404-400-6112	20 YO YOUN TOWE KORE
112	LG CHEM AMERICA INC	LG CHEM LTD.	02/26/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	SEAL NO.: 002982 IN ISO TANK SEAL NO.: 003692 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
	LG CHEM AMERICA INC	LG CHEM LTD.	02/20/2018	46200	21000 Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 120263 ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y YOUN SEO
	LG CHEM AMERICA INC	LG CHEM LTD.	02/20/2018	46200	21000 Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 100189 ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	28, YE DUNG
2/O : 3R	CHANNEL PRIME ALLIANCE	LG CHEM, LTD.	02/20/2018	48347	21976 Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	AS PER LABEL	1803 HULL AVE DES MOINES, IA 50313	128, Y YEON KOER
18303 1LIC, 218, 3-	LG CHEM 16B Y AMERICA, INC.	LG CHEM LTD.	02/20/2018	36960	16800 Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 RPASHAK LGCHEM.COM	LG TM DAER SEO 07336

4028												3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-404-400-6112	20 YOUNG TOWER KOREA
112	LG CHEM AMERICA, INC	LG CHEM, LTD.	02/20/2018	35361	16073	Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	AS PER LABEL			
												SEAL NO.: 100277 IN ISO TANK SEAL NO.: 001320 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US 128, YOUNG DAER SEOU
P/O : ER OX	TO THE ORDER OF LG CHEM AMERICA, INC	LG CHEM, LTD.	02/16/2018	88000	40000	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea			INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	128, YOUNG YEON KORE 32555
												INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, YOUNG YEON KORE
CO	LG CHEM AMERICA, INC	LG CHEM, LTD.	02/06/2018	43296	19680	Pusan	Charleston, South Carolina	EVER LEADER	South Korea	AS PER LABEL			
												SEAL NO.: 122380 IN ISO TANKS SEAL NO.: 122379 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US YEOUNG GU, S
												SEAL NO.: 929373 IN ISO TANKS SEAL NO.: 926293 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US 128, YOUNG SEOU
P/O : ABS	LG CHEM AMERICA, INC	LG CHEM, LTD.	01/30/2018	35435	16107	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	AS PER LABEL		3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 TEL:678-984-5714 1-4044006125	20 YOUNG TOWER KORE TEL E
												SEAL NO.: 123182 IN ISO TANKS SEAL NO.: 123188 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US 128, YOUNG DAER SEOU
17914 D ATH												4501017114 CUSTOMER P/O _ 508904 PP H7914 58,800.000 KG	

LG CHEM AMERICA, INC.	LG CHEM, LTD.	01/26/2018	129877	59035 Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	SURRENDERED POLYPROPYLENE ____ PIC_ HEATH WILLIAMS /	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA, 30305	LG TA DAER SEO
LG CHEM AMERICA INC	LG CHEM LTD.	01/25/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	SEAL NO.: 003998 IN ISO TANKS SEAL NO.: 003984 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YEOUN GU, S
500 TO THE ORDER OF LG CHEM AMERICA, INC	LG CHEM, LTD.	01/25/2018	43386	19721 Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	128, Y YEON KORE 32555
P/O : 1 KG - LG CHEM AMERICA, INC	LG CHEM, LTD.	01/15/2018	35435	16107 Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 TEL:678-984-5714 1-3106674852 TEL EX 33	20 YO YOUN TOWE KORE TEL E
LG CHEM AMERICA INC	LG CHEM LTD.	01/15/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	SEAL NO.: 100268 IN ISO TANKS SEAL NO.: 100266 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YEOUN GU, S
LG CHEM AMERICA INC	LG CHEM LTD.	01/15/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	SEAL NO.: 004175 IN ISO TANKS SEAL NO.: 004184 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA GE	128, Y DAER SEO
ST 16,000 LG CHEM AMERICA, INC	LG CHEM, LTD.	01/14/2018	35435	16107 Ningpo	Charleston, South Carolina	KAETHE P	China	AS PER LABEL 4501012737 CUSTOMER P/O _ 4501012737 SYNTHETIC RUBBER NBR 2875 35KG SR GREEN BOX 18,900.000 K G H.S CODE	3475 PIEDMONT RD.NE STE.1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE- 1-4044006125	20 YO YOUN TOWE KORE EX 82-
i 00 K TEL LG CHEM AMERICA, INC	LG CHEM, LTD	01/12/2018	43296	19680 Pusan	Charleston, South Carolina	MOL MANEUVER	South Korea		2400 LAKEVIEW PKWY STE 580 ALPHARET 30009 USA	128, Y YEON
LG CHEM AMERICA								SEAL NO.: 001340 IN ISO TANKS SEAL NO.	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA	128, Y

LG CHEM AMERICA INC	LG CHEM LTD.	01/08/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	ISO TANKS SEAL NO.: 001339 IN ISO TANKS	SUITE 1200 ATLANTA ATLANTA US US	DAER SEO
LG CHEM AMERICA INC	LG CHEM LTD.	01/08/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 004395 IN ISO TANKS SEAL NO.: 004316 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
13745 JP 21H- 714 TRILE-LG CHEM AMERICA, ESIN INC.	LG CHEM, LTD.	01/05/2018	70721	32146	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	AS PER LABEL AS PER LABEL	3475 PIEDMONT RD.NE STE.1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE	20 YO YOUN TOWE KORE
LG CHEM AMERICA, INC.	LG CHEM LTD.	12/29/2017	44000	20000	Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	SEAL NO.: 801693 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	YOUN KORE
LG CHEM AMERICA INC	LG CHEM LTD.	12/29/2017	88000	40000	Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	SEAL NO.: 004349 IN ISO TANKS SEAL NO.: 004331 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YOUN KORE
-NP 265 JP H H -	LG CHEM AMERICA, INC.	12/22/2017	141741	64428	Ningpo	Charleston, South Carolina	SAFMARINE MAKUTU	China	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD.NE STE.1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE- 1-4044006125	20 YO YOUN TOWE KORE TEL E
LG CHEM AMERICA INC	LG CHEM LTD.	12/21/2017	88000	40000	Pusan	Charleston, South Carolina	MSC LISBON	South Korea	SEAL NO.: 031949 IN ISO TANKS SEAL NO.: 031945 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 118845 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 120596 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER

INC	LG CHEM LTD.	12/12/2017	46200	21000 Pusan	Carolina	STRALSUND	South Korea	ISO TANK	ATLANTA US US	DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 120569 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 118899 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 118886 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	88000	40000 Pusan	Charleston, South Carolina	MAERSK STARLSUND	South Korea	SEAL NO.: 921764 IN ISO TANKS SEAL NO.: 119096 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	44000	20000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 926561 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
P/O : ABS										20 YO
LG CHEM AMERICA INC.	LG CHEM, LTD.	12/12/2017	35435	16107 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	AS PER LABEL	2400 LAKEVIEW PKWY, SUITE 580 ALPHARETTA, GA 30009 U.S.A ATTN: SEA GUN LEE— 1-5742394090	YOUN TOWE KORE TEL E
NYPRO ASHEVILLE	LG CHEM POLAND SP ZOO	12/12/2017	45320	20600 Bremerhaven	Charleston, South Carolina	HS ROME	Germany	N/M	100 VISTA BLVD ARDEN NC 28704 US EM RHONDA.RUTH@NYPRO.C OM	UL LC PODG
CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	12/06/2017	44000	20000 Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	SEAL NO.: 121036 IN ISO TANK	CHEMBANK INTERNATIONAL, INC. CLOSTER, CLOSTER, US US	LG TW DAER

P/O :
ABS

13263 JP 21H- E- ESIN -5714 -A IRS, E IS	LG CHEM AMERICA INC.	LG CHEM, LTD.	12/01/2017	35435	16107	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714 1- 4044006125	20 YO YOUN TOWE 32555
13263 JP 21H- E- ESIN -5714 -A IRS, E IS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/30/2017	106084	48220	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE	20 YO YOUN TOWE KORE
13263 JP 21H- E- ESIN -5714 -A IRS, E IS	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	11/30/2017	222200	101000	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN : BETH KLINE/LINDA GARNER	LG TM DONG SEO
13263 JP 21H- E- ESIN -5714 -A IRS, E IS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/21/2017	106306	48321	Ningpo	Charleston, South Carolina	ALS CERES	China	AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 1-3106674852 TEL EX 33	20 YO YOUN TOWE 82-325
13263 JP 21H- E- ESIN -5714 -A IRS, E IS	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	11/16/2017	222200	101000	Pusan	Charleston, South Carolina	CONTI MAKALU	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN : BETH KLINE/LINDA GARNER	LG TM DONG SEO
13263 JP 21H- E- ESIN -5714 -A IRS, E IS	LG CHEM AMERICA INC	LG CHEM LTD.	11/14/2017	46200	21000	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	SEAL NO.: 120870 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
13263 JP 21H- E- ESIN -5714 -A IRS, E IS	LG CHEM AMERICA INC	LG CHEM LTD.	11/14/2017	46200	21000	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	SEAL NO.: 120887 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
13263 JP 21H- E- ESIN -5714 -A IRS, E IS	LG CHEM AMERICA INC	LG CHEM LTD.	11/14/2017	46200	21000	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	SEAL NO.: 120893 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER

218,										3475 PIEDMONT RD. NE	
										STE. 1200, ATLANTA, GA	LG TM
2627	LG CHEM					Charleston, South				30305 DONGWON	DAER
218,	AMERICA, INC.	LG CHEM LTD.	11/14/2017	36960	16800 Pusan	Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL	LEE(DWLEE1	SEOUL
3										LGCHEM.COM)	07336
3											
3985											
											20 YO
14	LG CHEAM AMERICA									3475 PIEDMONT RD. NE	DONG
14	INC	LG CHEM.LTD	11/14/2017	35499	16136 Pusan	Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL	STE.1200 ATLANTA	TWIN
										GA30305 ATTN:SEA GUN	KORE
										LEE— 1-4044006125	TEL E
4											20 YO
HS											YOUN
	LG CHEM AMERICA	LG CHEM, LTD.	11/07/2017	35435	16107 Pusan	Carolina	MSC ROMA	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE,	TOWE
										SUITE 1200 TEL:678-984-	KORE
4646										5714 1-4044006125	EX 82-
ER,											
	LG CHEM, LTD	LG CHEM, LTD	11/07/2017	45804	20820 Pusan	Charleston, South	MSC ROMA	South Korea	AS PER LABEL	128, YEOUI-	128, Y
						Carolina				DAERO, YEONGDEUNGPO-	DAER
21										GU, SEOUL KOREA	SEOUL
JP											
21H-											
184-											
	LG CHEM AMERICA,										
SAI	INC.	LG CHEM, LTD.	11/01/2017	141741	64428 Ningpo	Charleston, South	KAETHE P	China	N/M N/M N/M N/M	3475 PIEDMONT RD.NE	20 YO
						Carolina				STE.1200 ATLANTA, GA	YOUN
										30305 ATTN: SEA GUN LEE-	TOWE
										— 1-4044006125	TEL E
	LG CHEM AMERICA										
	INC	LG CHEM LTD.	10/27/2017	88000	40000 Pusan	Charleston, South	PARSIFAL	South Korea	SEAL NO.: 219861 IN	3475 PIEDMONT ROAD NE	LG TM
						Carolina			ISO TANKS SEAL NO.:	SUITE 1200 ATLANTA	DAER
									107386 IN ISO TANKS	ATLANTA US US	
	LG CHEM AMERICA										
	INC	LG CHEM LTD.	10/27/2017	46200	21000 Pusan	Charleston, South	PARSIFAL	South Korea	SEAL NO.: 219883 IN	3475 PIEDMONT ROAD NE	LG TM
						Carolina			ISO TANK	SUITE 1200 ATLANTA	DAER
										ATLANTA US US	
P/O :											20 YO
ABS											YOUN
	LG CHEM AMERICA	LG CHEM, LTD.	10/24/2017	35499	16136 Pusan	Charleston, South	MAERSK			3475 PIEDMONT RD. NE,	YOUN
						Carolina	SEMARANG	South Korea	AS PER LABEL	SUITE 1200 ATLANTA GA	TOWE
										30305 TEL:678-984-5714 1-	KORE
										4044006125	TEL E

LG CHEM AMERICA INC	LG CHEM LTD	10/24/2017	88000	40000	Pusan	Charleston, South Carolina	ZIM DJIBOUTI	South Korea	SEAL NO.: 028014 IN ISO TANKS SEAL NO.: 028240 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/24/2017	46200	21000	Pusan	Charleston, South Carolina	ZIM DJIBOUTI	South Korea	SEAL NO.: 218650 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC.	LG CHEM, LTD.	10/24/2017	43881	19946	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA CONTACT : SAM PYUN	20 YO YOUN TOWE 150-07
LG CHEM AMERICA INC	LG CHEM LTD.	10/17/2017	46200	21000	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 927266,30636 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/17/2017	46200	21000	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 925166 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/17/2017	88000	40000	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 120166 IN ISO TANKS SEAL NO.: 120192 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/11/2017	44000	20000	Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	SEAL NO.: 001815,1704211 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	10/10/2017	222200	101000	Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN : BETH KLINE/LINDA GARNER	LG TM DONG SEOU
									SEAL NO.: 134274 IN	3475 PIEDMONT ROAD NE	

LG CHEM AMERICA INC	LG CHEM LTD.	10/07/2017	88000	40000 Pusan	Charleston, South Carolina	ZIM SAN DIEGO	South Korea	ISO TANKS SEAL NO.: 132270 IN ISO TANKS	SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/02/2017	88000	40000 Pusan	Charleston, South Carolina	ZIM ROTTERDAM	South Korea	SEAL NO.: 024893 IN ISO TANKS SEAL NO.: 024898 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA, INC.	LG CHEM, LTD.	09/28/2017	106306	48321 Ningpo	Charleston, South Carolina	MAERSK GATESHEAD	China	AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD.NE STE. 1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE- 1-4044006125	20 YO YOUN TOWE KORE TEL E
LG CHEM AMERICA INC	LG CHEM, LTD.	09/23/2017	88000	40000 Pusan	Charleston, South Carolina	ZIM NINGBO	South Korea	SEAL NO.: 218693,30531 IN ISO TANKS SEAL NO.: 218627 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y YEON SEOU
LG CHEM AMERICA INC	LG CHEM, LTD.	09/20/2017	88000	40000 Pusan	Charleston, South Carolina	ARISTOMENIS	South Korea	SEAL NO.: 107296 ISO TANKS SEAL NO.: 924881 ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y YEON SEOU
LG CHEM AMERICA, R401- INC.	LG CHEM, LTD.	09/09/2017	35424	16102 Pusan	Charleston, South Carolina	EVER LEGION	South Korea	AS PER LABEL	3475 PIEDMONT RD.NE STE. 1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE	20 YO YOUN TOWE KORE
LG CHEM AMERICA INC	LG CHEM LTD.	09/03/2017	88000	40000 Pusan	Charleston, South Carolina	HYUNDAI MERCURY	South Korea	SEAL NO.: 924895 IN ISO TANKS SEAL NO.: 924882 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC.	LG CHEM LTD	08/28/2017	70870	32214 Pusan	Charleston, South Carolina	CONTI MAKALU	South Korea	AS PER LABEL AS PER LABEL	3475 PIEDMONT RD.NE STE. 1200ATLANTA, GA 30305 ATTN: SEA GUN LEE 1-4044006125	20 YO YOUN TOWE TEL E
LG CHEM AMERICA,					Charleston, South				3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE	LG TW DAER SEOU

LG CHEM LTD.	INC.,	08/19/2017	53572	24351 Pusan	Carolina	E. R. TIANPING	South Korea	IN ISO TANK	TEL : 404-400-6125	07336
LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/11/2017	107144	48702 Pusan	Charleston, South Carolina	PARSIFAL	South Korea	IN ISO TANKS IN ISO TANKS	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE TEL : 404-400-6125	LG TW DAER SEOU 07336
LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/06/2017	70721	32146 Pusan	Charleston, South Carolina	EVER LUCID	South Korea	MARKS AND NUMBERS WITH CONTAINER APZU390761 AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 ATTN SEA GUN LEE	20 YO YOUN TOWE KORE
LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/03/2017	107144	48702 Pusan	Charleston, South Carolina	ZIM DJIBOUTI	South Korea	IN ISO TANKS IN ISO TANKS	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE TEL : 404-400-6125	LG TW DAER SEOU 07336
LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/01/2017	88184	40084 Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE, TEL : 404-400-612 1-4044006125	LG TW DAER SEOU 32555
LG CHEM AMERICA, INC., 910 SYLVAN	LG CHEM, LTD	07/26/2017	129877	59035 Pusan	Charleston, South Carolina	MOL MISSION	South Korea	4500955392 CUSTOMER P/O _ 507459 PP H7914 58,800.000 KG POLYPROPYLENE H.S CODE 3902100000 _FAX_ 213.623.3329	910 SYLVAN AVE., ENGLEWOOD CLIFFS N	LG TW DAER SEOU
LG CHEM AMERICA	LG CHEM, LTD.	07/25/2017	35361	16073 Pusan	Charleston, South Carolina	ATHOS	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714	20 YO YOUN TOWE KORE
LG CHEM AMERICA, INC.,	LG CHEM LTD.	07/25/2017	88184	40084 Pusan	Charleston, South Carolina	ATHOS	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 32555
LG CHEM AMERICA INC	LG CHEM LTD.	07/18/2017	44000	20000 Pusan	Charleston, South Carolina	MSC LISBON	South Korea	SEAL NO.: 133586 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YOUN KORE

785 8	GR LG CHEM AMERICA, INC.,	LG CHEM LTD.	07/18/2017	44092	20042 Pusan	Charleston, South Carolina	MSC LISBON	South Korea	MARK & NO. IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 32555
5087											
	LG CHEM AMERICA	LG CHEM, LTD.	07/11/2017	35361	16073 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714	20 YO YOUN TOWE KORE
6-1 2-	LG CHEM AMERICA, INC.,	LG CHEM LTD.	07/11/2017	88184	40084 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 32555
9 738	ME LG CHEM AMERICA, INC.,	LG CHEM LTD.	07/06/2017	88184	40084 Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 32555
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	LG CHEM AMERICA	LG CHEM, LTD.	06/28/2017	35361	16073 Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714	20 YO YOUN TOWE KORE
9 739	ME LG CHEM AMERICA, INC.,	LG CHEM LTD.	06/28/2017	88184	40084 Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 23773
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4-	LG CHEM AMERICA, INC.	LG CHEM, LTD.	06/28/2017	35435	16107 Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA ATIN: SEA GUN LEE— 1-4044006125	20 YO YOUN TOWE KORE TEL E
9 740	ME LG CHEM AMERICA, INC.,	LG CHEM LTD.	06/28/2017	88184	40084 Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 32555
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	LG CHEM AMERICA INC	LG CHEM LTD.	04/29/2017	44000	20000 Pusan	Charleston, South Carolina	MOL MODERN	South Korea	N/M	SUITE 1200 ATLANTA GA, 30305 TEL 404-400-6125 EMAIL ESTHERLELGCHEM.COM	LG T DAEI SEO 0733
2 00 G-SHI IO, VEN 322948	LG CHEM AMERICA, INC.	LG CHEM, LTD.	04/27/2017	35435	16107 Pusan	Charleston, South Carolina	SAFMARINE MAKUTU	South Korea	AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA ATTN: SEA GUN LEE - 1-4044006125	20 Y DON TWIN KORI EX 8
	LG CHEM AMERICA, INC	LG CHEM, LTD.	04/12/2017	35361	16073 Pusan	Charleston, South Carolina	MOL MAXIM	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 TEL: 678-984-5714	20 Y YOU TOW KORI
TOP 121H- 75412 20 121 11	LG CHEM AMERICA, INC.	LG CHEM, LTD.	04/05/2017	35499	16136 Pusan	Charleston, South Carolina	KAETHE P	South Korea	AS PER LABEL AS PER LABEL 40 HQX3 CONT AINER ONLY. . . AS PER LABEL 40 HQX3 CONT AINER ONLY. . . AS PER LABEL 40 HQX3 CONT AINER ONLY.	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 AUN: SEA GUN LEE - 1-4044006125	20 Y YOU TOW KORI TEL I
. . 84 PP OMER OF P.O II, -3 R P/O :	FITESA SIMPSONVILLE INC	LG CHEM, LTD.	03/28/2017	129875	59034 Pusan	Charleston, South Carolina	GRASMERE MAERSK	South Korea		840 SE MAIN ST SIMPSONVILLE, SC 29681 US	128, YEO 0733
IDE:2 16, ER ATE,	LG CHEM AMERICA, INC.,	LG CHEM LTD.	03/28/2017	44092	20042 Pusan	Charleston, South Carolina	GRASMERE MAERSK	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE, TEL : 404-400-612 1-4044006125	LG T DAEI SEO 0733 3255
IDE 90 7 ZED	LG CHEM AMERICA, INC.,	LG CHEM LTD.	03/28/2017	44092	20042 Pusan	Charleston, South Carolina	GRASMERE MAERSK	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1- 4044006125	LG T DAEI SEO 0733 2757
3 291612 WT GS	LG CHEM AMERICA INC	LG CHEM LTD.	03/17/2017	44000	20000 Pusan	Charleston, South Carolina	MOL MATRIX	South Korea	N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TE 404-400-6125 EMAIL ESTHERLELGCHEM.COM	LG T DAEI SEO 0733

03 INH NO S HS	LG CHEM AMERICA INC	LG CHEM LTD.	03/14/2017	46200	21000	Pusan	Charleston, South Carolina	SEA LAND METEOR	South Korea	SEAL NO.: 134957 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
CHEMBANK YL, O INTERNATIONAL, INC.	LG CHEM LTD.	03/14/2017	44092	20042	Pusan	Charleston, South Carolina	SEA LAND METEOR	South Korea	N/M		15 FOREST STREET CLOSTER, NJ 07624 1- 7326750773	LG TM DAER SEOU 07336 32555
1 A 1 2-	LG CHEM AMERICA INC	LG CHEM LTD.	03/14/2017	44092	20042	Pusan	Charleston, South Carolina	SEA LAND METEOR	South Korea	IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL: 404-400- 6125, EMAIL: ESTHERLE@L 1-4044006125	LG TM DAER SEOU 07336 32555
2) 03 INH NO S HS	LG CHEM AMERICA INC	LG CHEM LTD.	03/14/2017	44092	20042	Pusan	Charleston, South Carolina	SEA LAND METEOR	South Korea	IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 AT 30305 TEL: 404-400-6125, EMAIL: ESTHERLE@LGCHE M.COM 1-4044006125	LG TM DAER SEOU 07336 32555
CHEMBANK YL, O INTERNATIONAL, INC.	LG CHEM LTD.	03/14/2017	44092	20042	Pusan	Charleston, South Carolina	SEA LAND METEOR	South Korea	N/M		15 FOREST STREET CLOSTER, NJ 07624 1- 7326750773	LG TM DAER SEOU 07336 32555
LG CHEM AMERICA INC	LG CHEM LTD.	03/12/2017	46200	21000	Pusan	Charleston, South Carolina	MOL MISSION	South Korea	SEAL NO.: 113676 IN ISO TANK		3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	03/09/2017	44000	20000	Pusan	Charleston, South Carolina	COSCO NINGBO	South Korea	SECOND SEAL NO: 117052/117070 IN ISO TANK		15 FOREST STREET, BERGEN, NEW JERSEY, UNITED STATES, CLOSTER NJ, UNITED S TATES -- TELEX: POSTAL: 07624	LG TM DAER GU, SE UL, S POST,
LG CHEM AMERICA INC	LG CHEM LTD.	02/24/2017	44000	20000	Pusan	Charleston, South Carolina	HENRY HUDSON BRIDGE	South Korea	NO MARKS		3475 PIEDMONT ROAD NE SUITE 1200 AT LANTA GA, UNITED STATES POSTAL: 303 05	LG TM DAER SEOU POST,
LG CHEM AMERICA						Charleston, South	COSCO				3475 PIEDMONT ROAD NE SUITE 1200 AT LANTA GA, 30305 ATLANTA GA, UNITED STATES 404 400	LG TM DAER

LG CHEM AMERICA INC	LG CHEM LTD.	02/16/2017	44000	20000 Pusan	Charleston, South Carolina	COSCO GUANGZHOU	South Korea	NO MARKS	UNITED STATES 404-400- 6125 POSTAL:30305	DAEF KORE
LG CHEM AMERICA, INC.,	LG CHEM LTD.	02/12/2017	46200	21000 Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA GA, UNITED STATES POSTAL:30305	LG TI DAEF SEOI OSTA
LG CHEM AMERICA, INC.,	LG CHEM LTD.	02/12/2017	46200	21000 Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA GA, UNITED STATES POSTAL:30305	LG TI DAEF SEOI OSTA
LG CHEM AMERICA, INC.,	LG CHEM LTD.	02/12/2017	46200	21000 Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA GA, UNITED STATES POSTAL:30305	LG TI DAEF SEOI POST
LG CHEM AMERICA, INC.,	LG CHEM LTD.	02/12/2017	46200	21000 Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA GA, UNITED STATES POSTAL:30305	LG TI DAEF SEOI POST
LG CHEM AMERICA INC	LG CHEM LTD.	02/12/2017	44000	20000 Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	NO MARKS	3475 PIEDMONT ROAD NE SUITE 1200 AT LANTA GA, UNITED STATES 4044006125 POSTAL:30354	LG TI DAEF SEOI POST
LG CHEM AMERICA INC	LG CHEM, LTD.	02/11/2017	129875	59034 Pusan	Charleston, South Carolina	MOL MAJESTY	South Korea	AS PER LABEL 40 HQX3 CONTAINER ONLY. . . AS PER LABEL 40 HQX3 CONT AINER ONLY. . . AS PER LABEL 40 HQX3 CONTAINER ONLY.	840 SE MAIN ST SIMPSONVILLE, SC 29681 US	128, YEOI 07336
LG CHEM AMERICA, INC.	LG CHEM, LTD	02/10/2017	45804	20820 Pusan	Charleston, South Carolina	MOL MAJESTY	South Korea	AS PER LABEL PARTY 2 LG CHEM AMERICA INC 3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400- 6125	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, DAEF SEOI
LG CHEM AMERICA INC	LG CHEM LTD	01/19/2017	44000	20000 Pusan	Charleston, South Carolina	MAERSK LITAH	South Korea		3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400-6125, 1- 4044006125	LG TI DAEF SEOI 07336 32556

14308	INC	LG CHEM LTD.	01/16/2017	44092	20042 Pusan	Carolina	MALIBU STATE	SOUTH KOREA	0120,	404-400-6125	32555
1018										INC. 2400 LAKEVIEW	
3										PKWY STE 580	128, Y
IL -						Charleston, South				ALPHARETTA GA 30009	DAER
	LG CHEM AMERICA,	LG CHEM, LTD	01/16/2017	45804	20820 Pusan	Carolina	MOL MOTIVATOR	South Korea	AS PER LABEL	USA	SEOU
14308											
1018										INC. 2400 LAKEVIEW	
3										PKWY STE 580	128, Y
IL -						Charleston, South				ALPHARETTA GA 30009	DAER
	LG CHEM AMERICA,	LG CHEM, LTD	01/16/2017	45804	20820 Pusan	Carolina	MOL MOTIVATOR	South Korea	AS PER LABEL	USA	SEOU
TED											
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IC	LG CHEM AMERICA									3475 PIEDMONT ROAD NE	DAER
/L	INC	LG CHEM LTD.	12/21/2016	46297	21044 Pusan	Charleston, South	SEA LAND			SUITE 1200 ATLANTA GA,	SEOU
						Carolina	MERCURY	South Korea	IN ISO TANK	30305 TEL: 404-400-6125 1-	07336
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N	LG CHEM AMERICA									3475 PIEDMONT ROAD NE	DAER
	INC	LG CHEM LTD.	12/21/2016	46297	21044 Pusan	Charleston, South	SEA LAND			SUITE 1200 ATLANTA GA,	SEOU
						Carolina	MERCURY	South Korea	N/M	30305 TEL: 404-400-6125 1-	07336
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0.000	INC	LG CHEM LTD.	12/21/2016	44092	20042 Pusan	Charleston, South	SEA LAND			SUITE 1200 ATLANTA GA,	07336
						Carolina	MERCURY	South Korea	IN ISO TANK	30305 TEL: 404-400-6125 1-	07336
										0000000000	32555

EXHIBIT

2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF FLORENCE	)	TWELFTH JUDICIAL CIRCUIT
	)	
RANEE MICHELLE MOORE,	)	CIVIL ACTION NO. 2018-CP-21-02884
	)	
Plaintiff,	)	
	)	ORDER DENYING LG CHEM, LTD.'S,
v.	)	MOTION TO SET ASIDE ENTRY OF
	)	DEFAULT IN PART AND GRANTING
PLANET VAPOR, INC., LG CHEM,	)	IN PART
LTD., and LG CHEM AMERICA, INC.	)	

This matter came before the Court for a hearing on April 2, 2019, on Defendant LG Chem, Ltd.'s, ("LG") motion to set aside entry of default. After reviewing the parties' submissions and hearing argument of counsel, the Court denies LG's motion in part and grants LG's motion in part.

FACTS AND PROCEDURAL HISTORY

This is a product liability action involving an allegedly defective lithium ion battery used for an e-cigarette device. Plaintiff, a South Carolina citizen, alleges that on March 9, 2016, the battery, while in her pants pocket, exploded and burst into flames, causing her severe burn injuries. The injuries occurred in Florence, South Carolina. Defendant Planet Vapor, Inc., sold the battery and e-cigarette device to Plaintiff. (Cmplt. ¶ 2). Defendant LG, a South Korean corporation, and Defendant LG Chem America, Inc., ("LGA"), a Delaware corporation, allegedly designed, manufactured, imported, and sold the battery at issue. *Id.* at ¶¶ 3-6.

On October 31, 2018, Plaintiff filed this action in Florence County, South Carolina. The Complaint asserts causes of action for negligence, strict liability, and breach of warranty against all Defendants. Plaintiff served LG through the South Carolina Secretary of State pursuant to S.C. Code Ann. § 15-9-245, which authorizes service on the Secretary of State for a foreign corporation that is not authorized to do business in South Carolina. According to a letter from the Secretary

of State, filed on December 3, 2018, as Plaintiff's proof of service, "Service was accepted on November 21, 2018."

On December 21, 2018, LGA filed a motion to dismiss for lack of personal jurisdiction. On February 12, 2019, Plaintiff filed an Affidavit of Default as to LG. On February 19, 2019, LG filed a motion to set aside entry of default. LG and LGA are represented by the same law firm.

STANDARD

"The decision whether to set aside an entry of default or a default judgment lies solely within the sound discretion of the trial judge." *Sundown Operating Co. v. Intedg Indus.*, 383 S.C. 601, 606, 681 S.E.2d 885, 888 (2009).

ANALYSIS

As an initial matter, the Court addresses the fact that the clerk of court did not enter default upon the filing of Plaintiff's affidavit of default. The Court finds that "whether default was actually entered is of no consequence since the entry of default is a purely ministerial act which the clerk was required to perform once the default was made to appear by the affidavit" of Plaintiff. *Thynes v. Lloyd*, 294 S.C. 152, 153-54, 363 S.E.2d 122, 123 (Ct. App. 1987); *see also Stark Truss Co. v. Superior Constr. Corp.*, 360 S.C. 503, 509, 602 S.E.2d 99, 102 (Ct. App. 2004) ("Entry of default is a ministerial act which a clerk is required to perform once default is made to appear by the affidavit of the moving party." (citing *Thynes*)). Therefore, the Court considers the motion to set aside entry of default on the merits as if the clerk entered default as required.

The Rule 55(c), SCRPC, "standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice." *Sundown*, 383 S.C. at 607, 681 S.E.2d at 888. However, as recognized by our Supreme Court in *Wetzel v. Woodside Dev. Ltd. P'ship* a motion

to set aside default for insufficient service of process is akin to a motion to dismiss under Rule 12(b)(5), SCRCP. 364 S.C. 589, 592, 615 S.E.2d 437, 438 (2005). The Court likewise treats the motion to set aside default for lack of personal jurisdiction as being akin to a motion to dismiss under Rule 12(b)(2), SCRCP. Therefore, for those two issues the Court will utilize the standards of review for a motion made pursuant to Rule 12(b)(2) and 12(b)(5) respectively instead of the “good cause” standard in Rule 55(c).

LG argues the Court should set aside default due to: (1) improper service, (2) lack of personal jurisdiction resulting in a void entry of default, and (3) even if service is proper, good cause to set aside the entry of default. (LG Memo. in Supp. of Mot. pp. 1-2). LG submitted an affidavit of Sung Han Ryu, “the Team Leader of the Global Litigation TFT.” (LG’s Exh. D ¶ 2). Mr. Ryu states that “LG Chem was unaware of any attempted service until the filing of the Affidavit of Default on February 12, 2019,” but does not explain how it learned of the filing of the Affidavit of Default when Plaintiff only e-filed the documents with the Florence County Clerk of Court as required. *Id.* at ¶ 16.

In opposition to LG’s motion, Plaintiff argues that it validly served LG pursuant to S.C. Code Ann. § 15-9-245. Plaintiff submitted an affidavit of William F. Barnes, III, with attachments showing the summons and complaint were actually delivered to LG in South Korea. (Barnes Aff.). Plaintiff argues that personal jurisdiction is proper because LG maintains sufficient minimum contacts with South Carolina such that it should anticipate being haled into court here.

I. Plaintiff Properly Served Defendant LG

LG argues that Plaintiff should have served it through the Hague Convention. The Court disagrees.

Pursuant to S.C. Code Ann. § 15-9-245:

Every foreign business or nonprofit corporation which is not authorized to do business in this State, by doing in this State, either itself or through an agent, any business . . . is considered to have designated the Secretary of State as its agent upon whom process against it may be served in any action or proceeding arising in any court in this State out of or in connection with the doing of any business in this State.

§ 15-9-245(a). The plaintiff delivers the summons and complaint to the Secretary of State, who sends it certified mail to the corporation. § 15-9-245(b). Proof of such service is then made by “affidavit of compliance with this section and filed, together with a copy of the process” and filing a “return receipt signed by the foreign business or nonprofit corporation or other official proof of delivery.” § 15-9-245(c).

As discussed below, LG conducts business in South Carolina by importing hundreds of shipments through the Port of Charleston, South Carolina, some of which are shipped to South Carolina businesses. Therefore, § 15-9-245 applies to it and the Secretary of State is its agent for service of process. Plaintiff complied with § 15-9-245 by delivering the summons and complaint to the Secretary of State. The Secretary of State sent it by certified mail to LG’s address in South Korea. On December 3, 2018, Plaintiff filed a letter from the Secretary of State as proof of its service. On April 2, 2019, Plaintiff filed an Affidavit of William F. Barnes, III, attesting to the fact that service was actually delivered to LG Chem, Ltd., in South Korea on December 12, 2018, including attachments showing proof of delivery from Korea Post.¹ (Barnes Aff.). This qualifies as “official proof of delivery” under § 15-9-245(c). Therefore, I find Plaintiff satisfied § 15-9-245 and validly served LG.

LG argues that service on it must occur through the Hague Convention. The Court disagrees for two independent reasons. First, the evidence shows that LG’s agent, the South

¹ Korea Post is the national postal service of South Korea. Its tracking and delivery records are official proof of delivery.

Carolina Secretary of State, and LG itself received the summons and complaint. *See Volkswagenwerk Aktiengesellschaft v. Schlunk*, 486 U.S. 694, 707 (1988) (“Where service on a domestic agent is valid and complete under both state law and the Due Process Clause, our inquiry ends and the Convention has no further implications. . . . the Due Process Clause does not require an official transmittal of documents abroad every time there is service on a foreign national.”). LG does not provide any evidence to dispute the delivery evidence submitted by Plaintiff. As LG and its agent actually received service, it should not be heard to complain. *Cf. Cook v. Federal Ins. Co.*, (interpreting the nonresident motorist statute and stating “it is no absolute requirement to good and valid service that the Defendant actually receive the notice in order to vest jurisdiction in the courts.” (internal quotation marks omitted)).

Plaintiff properly served LG in compliance with the applicable law and, therefore, service of process is not a basis to set aside the entry of default.

II. Personal Jurisdiction Exists as to LG Chem, Ltd.

LG alternatively argues that the entry of default is void because the Court cannot exercise personal jurisdiction over it. The Court disagrees.

“The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case.” *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005). “Specific jurisdiction over a cause of action arising from a defendant’s contacts with the state is granted pursuant to the long arm statute.” *Id.* at 491, 611 S.E.2d at 508 (citing S.C. Code Ann. § 36-2-803 (2003)). “South Carolina’s long-arm statute . . . has been construed to extend to the outer limits of the due process clause.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. Therefore, “the sole question becomes whether the exercise of personal jurisdiction would violate due process.” *Id.*

“Due process requires that there exist minimum contacts between the defendant and the forum state such that maintenance of the suit does not offend traditional notions of fair play and substantial justice.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. “[D]ue process mandates that the defendant possess sufficient minimum contacts with the forum state, so that he could reasonably anticipate being haled into court there.” *Id.* at 491-92, 611 S.E.2d at 508. “It is essential in each case that there be some act by which the defendant purposefully avails itself of the privilege of conducting activities within the forum state, thus invoking the benefits and protections of its laws.” *Moosally v. W.W. Norton & Co.*, 358 S.C. 320, 332, 594 S.E.2d 878, 884 (Ct. App. 2004).

“The court must also find that the exercise of jurisdiction is reasonable or fair.” *Cockrell*, 363 S.C. at 492, 611 S.E.2d at 508 (internal quotation marks omitted). “Under the fairness prong, the court must consider: (1) the duration of the activity of the nonresident within the state; (2) the character and circumstances of the commission of the nonresident’s acts; (3) the inconvenience resulting to the parties by conferring or refusing to confer jurisdiction over the nonresident; and (4) the State’s interest in exercising jurisdiction.” *Id.*

Plaintiff proves personal jurisdiction based on the pretrial stage pleadings and, alternatively, based on the additional evidence presented. “At the pretrial stage, the burden of proving personal jurisdiction over a nonresident is met by a prima facie showing of jurisdiction either in the complaint or in affidavits.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. “There is no ‘other evidence’ requirement for personal jurisdiction where the complaint itself demonstrates jurisdiction.” *Mid-State Distribs. v. Century Imps.*, 310 S.C. 330, 332, 426 S.E.2d 777, 779 (1993). Plaintiff alleges in the Complaint that “LG and LGA have continuing contacts with South Carolina by transacting substantial business in this state and manufacturing, distributing, and/or selling goods with the reasonable expectation that they will be used in this state and which are in fact used

in this state.” (Cmplt. ¶ 7). This demonstrates jurisdiction under the long-arm statute and due process analysis by asserting sufficient minimum contacts and the fairness and expectation of being haled into court in South Carolina

Alternatively, based on the additional evidence submitted, Plaintiff demonstrates personal jurisdiction. LG possesses sufficient minimum contacts with South Carolina so that it should reasonably anticipate being haled into court here. Under South Carolina’s long-arm statute,

A court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person’s: (1) transacting any business in this State; (2) contracting to supply services or things in the State; . . . (4) causing tortious injury or death in this State by an act or omission outside this State if he regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this State.

S.C. Code Ann. § 36-2-803(A). Plaintiff submitted an exhibit listing hundreds of LG shipments from 2006 to February 2019. During that time, LG imported 984 shipments to the Port of Charleston, South Carolina, and imported 40 shipments to South Carolina customers, one of which was a shipment of lithium ion batteries. This is ample evidence that LG transacted business in South Carolina; contracted to supply things in South Carolina; and caused injury in South Carolina when it regularly does or solicits business, or engages in a persistent course of conduct, or derives substantial revenue from goods used or consumed in South Carolina. *See Moosally*, 358 S.c. at 336, 594 S.E.2d at 886 (“W.W. Norton’s continual practice of marketing and distributing books in South Carolina satisfies the power prong of the due process analysis.”); *Catalana v. Carnival Cruise Lines, Inc.*, 618 F. Supp. 18, 22 (D. Md. 1984) (“By using the port of Baltimore as a site for regularly scheduling cruises, Carnival has purposefully availed itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws.”). Therefore, the minimum contacts prong is satisfied.

The exercise of personal jurisdiction is also reasonable and fair. First, LG has conducted activities in South Carolina for a sufficient duration, at least thirteen years. Second, the character and circumstances of the commission of LG's acts support exercising personal jurisdiction. It consistently and repeatedly uses the Port of Charleston and ships and sells products directly to South Carolina customers. Third, there is no inconvenience to the parties by conferring jurisdiction over LG. It regularly defends litigation in the United States, including South Carolina. *See supra* n.2. The inconvenience to Plaintiff to litigate in South Korea is far greater than any inconvenience to LG. Fourth, and finally, South Carolina has an interest in exercising jurisdiction over LG. "South Carolina has an interest in providing redress for its citizens." *Cribb v. Spatholt*, 382 S.C. 490, 504, 676 S.E.2d 714, 721 (Ct. App. 2009) (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 473 (1985) ("A State generally has a 'manifest interest' in providing its residents with a convenient forum for redressing injuries inflicted by out-of-state actors.")). The Court has personal jurisdiction of LG.

III. Good Cause under Rule 55(c)

LG argues that in any event it should be relieved from default for "good cause" pursuant to Rule 55(c), SCRCP. The Court agrees.

Under Rule 55(c) a default may be set aside "for good cause shown." Rule 55(c) should be "liberally construed to promote justice and dispose of cases on the merits." *Bage v. Se. Roofing Co. of Spartanburg, Inc.*, 373 S.C. 457, 471, 646 S.E.2d 153, 160 (Ct. App. 2007) *vacated by* 383 S.C. 489, 681 S.E.2d 867 (2009); *see also Micronics, Inc. v. S.C. Dep't of Revenue*, 345 S.C. 506, 511, 548 S.E.2d 223, 226 (2001) (Noting "South Carolina's policy favoring the disposition of issues on their merits rather than on technicalities.").

“The decision whether to set aside an entry of default or a default judgment lies solely within the sound discretion of the trial judge.” *Sundown Op. Co., Inc. v. Intedge Indus., Inc.*, 383 S.C. 601, 606, 681 S.E.2d 885, 888 (2009). The standard under Rule 55(c) requires that the moving party give an explanation why the setting aside of the default would serve the interests of justice. *Id* at 607, 681 S.E.2d at 888. “Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted.” *Id* at 607-08, 681 S.E.2d at 888 (citing *Wham v. Shearson Lehman Bros., Inc.*, 298 S.C. 462, 465, 381 S.E.2d 499, 501-02 (Ct. App. 1989)).

The Court finds that LG has advanced a satisfactory explanation for the default. Service was effective on November 21, 2018, the date on which the Secretary of State accepted service as agent for LG. Therefore, LG had until December 21, 2018, to file a responsive pleading. It is undisputed that LG did not receive the mailing from the Secretary of State, and therefore actual notice of the litigation, until December 12, 2018. Furthermore, LG has come forward with the affidavit of Sung Han Ryu in which LG avers that it was unaware of any attempted service until the filing of the affidavit of default on February 12, 2019. It is undisputed that Plaintiff has not filed the requisite return receipt required by S.C. Code Ann. § 15-9-245. Therefore, the Court is without knowledge as to who accepted service on behalf of LG. The Court finds that this is a sufficient explanation under Rule 55(c).

Turning then to the *Wham* factors the Court further finds they weigh in favor of setting aside the default in this case. As a first matter LG moved to set aside the default on Monday, February

18, 2019.² Plaintiff filed her Affidavit of Default on February 12, 2019. The Court finds this factor weighs in favor of setting aside the default as LG has moved quickly to set aside the default. As to the second factor the Court finds that LG has meritorious defenses. “A meritorious defense need not be perfect nor one which can be guaranteed to prevail at a trial. It need be only one which is worthy of a hearing or judicial inquiry because it raises a question of law deserving of some investigation and discussion or a real controversy as to essential facts arising from conflicting or doubtful evidence.” *Graham v. Town of Loris*, 272 S.C. 442, 453, 248 S.E.2d 594, 599 (1978). The Court finds that there is a real controversy as to whether LG’s 18650 lithium-ion batteries are designed to be used as replaceable, rechargeable batteries in electronic cigarette devices.

Finally, turning to the third *Wham* factor the Court finds that Plaintiff would suffer no appreciable prejudice. The only prejudice that Plaintiff conceivably may suffer is some slight delay in the proceedings and that LG will now defend on the merits. However, “In the context of a motion to set aside an entry of default, as in other contexts, delay in and of itself does not constitute prejudice to the opposing party.” *Colleton Prep. Acad., Inc. v. Hoover Universal*, 616 F.3d 413, 418 (4th Cir. 2010) (applying Fed. R. Civ. P. 55). Nor is having to prosecute the case on the merits sufficient prejudice. *Johnson v. Dayton Elec. Mfg. Co.*, 140 F.3d 781, 785 (8th Cir. 1998). “Setting aside a default must prejudice plaintiff in a more concrete way, such as ‘loss of evidence, increased difficulties in discovery, or greater opportunities for fraud and collusion.’” *Id* (quoting *Berthelsen v. Kane*, 907 F.2d 617, 621 (6th Cir. 1990)). The Court finds that no such prejudice is evident in this case and finds that the third factor weighs in favor of setting aside the default.

² Initially Defendant attempted to file its motion on February 15, a Friday, three days after Plaintiff filed her Affidavit of Default. However, LG’s motion was rejected for electronic filing due to an error which is unknown to the Court. LG’s counsel was not aware of the rejection until Monday.

CONCLUSION

For the above reasons the Court denies LG's motion to set aside the default in part. As a first matter the Court expressly finds that service of process through the Secretary of State was legally sufficient on LG. Secondly, the Court finds that it has personal jurisdiction over LG in this matter. Therefore, the Court finds that while default in this case was never entered by the Clerk LG was in fact in default. However, turning to Rule 55(c) the Court finds that LG has presented a sufficient reason to justify setting aside the default and that the *Wham* factors weigh in favor of setting aside the default. Therefore, for "good cause shown" the Court sets aside the default in this matter and LG shall file its Answer in this matter within fifteen (15) days from the date of the entry of this order.

AND IT IS SO ORDERED!

April 25, 2019
Florence, South Carolina

/s/ Michael G. Nettles
Presiding Judge, Twelfth Judicial Circuit



Florence Common Pleas

Case Caption: Rancee Machel Moore , plaintiff, et al VS Planet Vapor Inc ,
defendant, et al
Case Number: 2018CP2102884
Type: Order/Other

So Ordered

s/ The Honorable Michael G. Nettles #2140

Electronically signed on 2019-04-29 12:14:44 page 12 of 12

EXHIBIT

3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	CIVIL ACTION NO. : 2018-CP-0201518
	)	
JOSHUA HOLTZENDORFF,	)	
	)	
Plaintiff,	)	[PROPOSED] ORDER DENYING
	)	LG CHEM, LTD.'S MOTION TO
vs.	)	DISMISS FOR LACK OF PERSONAL
	)	JURISDICTION
VAPOR TEK USA, LLC, and LG CHEM	)	
LTD.	)	
	)	
Defendants.	)	
_____	)	

Defendant LG Chem, Ltd.'s motion to dismiss for lack of personal jurisdiction, pursuant to South Carolina Rule of Procedure 12(b)(2), came before the Court for a hearing on February 3, 2020. After considering the pleadings, the evidence submitted by both parties, and the arguments of counsel, the Court denies LG Chem, Ltd.'s motion to dismiss. Defendant LG Chem, Ltd. shall file and serve its answer within 15 days of service of this order.

AND IT IS SO ORDERED.

Dated: _____
Aiken, South Carolina

Hon. Courtney Clyburn Pope
Circuit Court Judge



Aiken Common Pleas

Case Caption: Joshua Holtzendorff VS Vapor Tek Usa Llc , defendant, et al
Case Number: 2019CP0201518
Type: Order/Form 4

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2020-05-06 12:01:14 page 2 of 2

EXHIBIT

4

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2020CP1000912

Nicholas Keith Roberts
PLAINTIFF(S)

Planet Vape Llc The et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled);
☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Defendant LG Chem Ltd's Motion to Dismiss is denied. Defendant LG Chem America Inc.'s Motion to Dismiss is denied.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 12/17/2020 .

Scecigarette LLC
Duke Raleigh Highfield for Ecig Charleston Llc
Brandt R. Horton for Ecig Charleston Llc
Christian Edwin Wayne Fober for Ecig Charleston Llc
James D Durham for Nicholas Keith Roberts
R Brian Tanner for Nicholas Keith Roberts
Shannon C O'Reilly for Nicholas Keith Roberts
Deirdre Shelton McCool for Lg Chem America Inc,Lg Chem Ltd
Rachel Atkin Hedley for Lg Chem America Inc,Lg Chem Ltd
Elizabeth Scott Moise for Lg Chem America Inc,Lg Chem Ltd
Joyetech Usa Inc
Daphne S. Withrow for Nicholas Keith Roberts
Planet Vape Llc The

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCF.



Charleston Common Pleas

Case Caption: Nicholas Keith Roberts VS Planet Vape Llc The , defendant, et al
Case Number: 2020CP1000912
Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2020-12-17 11:51:35 page 3 of 3

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF UNION	)	SIXTEENTH JUDICIAL CIRCUIT
DWAYNE THOMPSON,	)	Civil Action No. 2019-CP-44-00054
	)	
Plaintiff,	)	
	)	LG CHEM, LTD.'S OBJECTIONS
vs.	)	TO PLAINTIFF'S PROPOSED
	)	ORDER AND SUPPLEMENTAL
ROLLING FOG VAPOR COMPANY,	)	MEMORANDUM SUPPORTING
LLC, LG CHEM, LTD., AND LG	)	MOTION TO DISMISS
CHEM AMERICA, INC.,	)	
	)	
Defendants.	)	
	)	

Defendant LG Chem, Ltd. ("LG Chem") respectfully submits these Objections and Supplemental Memorandum regarding Plaintiff's Proposed Order denying LG Chem's motion to dismiss for lack of personal jurisdiction.¹

Summary of Objections

Plaintiff's Proposed Order concludes that specific jurisdiction² may be exercised over LG Chem because (1) Plaintiff alleged in his complaint that LG Chem has "continuing contacts with South Carolina by transacting substantial business in this state and manufacturing, distributing, and/or selling goods with the reasonable expectation that they will be used in this state and which are in fact used in this state"; (2) LG Chem transacted unrelated business in South Carolina; and (3) other South Carolina trial courts have denied similar motions.

¹ A copy of the Court's email dated February 18, 2021 is attached hereto as **Exhibit A**. A copy of Plaintiff's Proposed Order denying LG Chem's renewed motion to dismiss Plaintiff's amended complaint, submitted by email on February 26, 2021, is attached hereto as **Exhibit B**. A copy of the transcript of the February 1, 2021 motion hearing (hereinafter "Hearing Tr.") is attached hereto as **Exhibit C**.

² Plaintiff conceded that general personal jurisdiction is lacking over LG Chem. (**Ex. B**, Proposed Order at 3 n.1; **Ex. C**, Hearing Tr. at 31:6–10.)

LG Chem objects to Plaintiff's Proposed Order on the following grounds: (1) Plaintiff's Proposed Order contradicts and negates the prior orders entered by the Honorable Cordell Maddox in this case and is silent as to LG Chem's argument on this issue; (2) Plaintiff's Proposed Order does not accurately reflect the facts presented to the Court when considering LG Chem's motion; (3) Plaintiff's Proposed Order raises issues never presented to the Court; and (4) Plaintiff's Proposed Order fails to address a critical element of the jurisdictional analysis, demonstrating why LG Chem's motion should have been granted.

Basis for Objections

I. The Proposed Order ignores Judge Maddox's prior ruling that the same allegation and evidence were insufficient to establish jurisdiction.

Judge Maddox previously ruled that "the allegations in the Complaint and the parties submissions" (which included the same information Plaintiff relied on during the February 1, 2021 hearing) did not provide enough information to determine jurisdiction. Contrary to Plaintiff's argument that Judge Maddox's Order was limited to information on the identity of the manufacturer of the subject battery at issue, Judge Maddox's July 20, 2020 Order on LG Chem's and LGCAI's motion for reconsideration and clarification shows otherwise:

As set forth in the Court's oral rulings at the September 23, 2019 hearing, the allegations in the Complaint and the parties' submissions do not provide enough information upon which to base a decision as to whether the battery at issue was designed, manufactured, and sold by LG Chem or LGCAI or whether the Court has personal jurisdiction over these Defendants. This lack of information remains an issue that prevents a decision on personal jurisdiction.

(**Exhibit D**, Order Granting Def. LG Chem Ltd. and LG Chem America, Inc.'s Joint Mot. for Clarification and Denying Reconsideration, at 3 (dated 7/20/2020) (emphasis added)). Therefore, the Order itself shows that Judge Maddox had, in fact, found that Plaintiff had not met his prima

facie burden to prove jurisdiction based on his complaint and the import records submitted at the hearing on February 1, 2021.

LG Chem argued that it would be in conflict with Judge Maddox's prior Orders to deny LG Chem's motion based on the same record that was before Judge Maddox when he concluded that Plaintiff had not satisfied his burden of establishing a prima facie case of jurisdiction. Plaintiff's Proposed Order is silent as this argument.

II. Plaintiff's Proposed Order does not accurately reflect the facts presented to the Court when considering LG Chem's motion.

During the hearing on LG Chem's motion, Plaintiff offered the allegations of his complaint and the 38 pages of import records that had previously been submitted to Judge Maddox. As to the import records, Plaintiff informed the Court that "the chart does not show specific products. It doesn't distinguish between any type of product as opposed to shipments that LG Chem Limited is making into the Port of Charleston and on the majority of those I can give you the numbers here." (Ex. C, Hearing Tr., at 28:20–25.) The Court then inquired of counsel whether any of the entries were the batteries in question, and Plaintiff's counsel responded that he could not point to that information but that "it's immaterial whether it's 18650 batteries or other products that LG Chem is availing themselves of shipping and selling in South Carolina." (*Id.* at 29:17–30:6.)

LG Chem's counsel then pointed out that the chart does show specific products and what it does not contain is any record of LG Chem supplying 18650 battery cells to anyone in a consumer vaping industry. Rather, the chart primarily shows shipment of petrochemical products and a limited number of entries showing the supply of electric vehicle batteries to a Volvo plant. (*Id.* at 37:6–39:2.)

In fact, Word searches for "18650," "lithium," and "battery" on the copies of the "import records" do not show any entries for 18650 batteries, and only two entries for lithium batteries

came up in the searches, both of which went to Volvo Car US Operations and had no relation to Plaintiff's claims. See below excerpts of the results of the word searches.

Product Description	Consignee	Shipper	Arrival Date	Gross Weight (LB)	Gross Weight (KG)	Foreign Port	US Port	Vessel Name	Country of Origin	Marks & AMP, Numbers	Consignee Address	Shipper Address
LITHIUM POLYMER BATTERY	VOLVO CAR US OPERATIONS INC	LG CHEM	04/21/2018	28752	12180	Pusan	Charleston, South Carolina	E R TIANPING	South Korea	41050411807	1801 VOLVO CAR DR RIDGEVILLE SC 28472 US	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG T'WI TOWERS SEOUL, SEOUL, KR
LITHIUM ION BATTERY	VOLVO CAR US OPERATIONS INC	LG CHEM	01/24/2019	28752	12180	Pusan	Charleston, South Carolina	NORTHERN JASPER	South Korea	VOLVO CARS CHARLESTON	1801 VOLVO CAR DR RIDGEVILLE SC 28472 US	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG T'WI TOWERS SEOUL, SEOUL, KR

Plaintiff's Proposed Order also does not address the additional information that was presented to the Court along with LG Chem's Motion for Protective Order, which the Court stated would be denied as moot after the parties presented their arguments on the Motions to Dismiss. Plaintiff did not inform the Court, and his Proposed Order does not address, that the discovery responses LG Chem served and attached to its Memorandum in Support of its Motion for Protective Order specifically stated that it "never sold any LG 18650 lithium ion battery cells to anyone in the State of South Carolina. LG Chem further responds that, during the time period July 27, 2013 to July 27, 2018, it shipped LG 18650 lithium ion battery cells to one original equipment manufacturer located in the State of South Carolina." (**Ex. E**, LG Chem's Answers and Objections to Pl.'s Jurisdictional Interrogs., dated 8/21/20.) LG Chem agreed to provide further information regarding that shipment upon entry of an appropriate Confidentiality and Protective Order, but Plaintiff would not agree to LG Chem's proposed order, and then did not submit any opposition to LG Chem's Motion seeking entry of a proposed Confidentiality and Protective Order. During the hearing, after Plaintiff's counsel represented that he was not seeking any further discovery, the

Court denied the Motion for Protective Order as moot (Hearing Tr. at 36:16–21), and Plaintiff’s Proposed Order does not address those discovery responses, which are attached hereto as **Exhibits E, F, and G** (LG Chem’s Answers and Objections to Pl.’s Jurisdictional Interrogs., Reqs. for Admis., and Reqs. for Produc., dated 8/21/20.).

III. Plaintiff’s Proposed Order raises issues never presented to the Court.

Plaintiff’s Proposed Order states that this Court rejects LG Chem’s arguments because “another court already found that ‘[LG Chem America, Inc.] is responsible for marketing [LG Chem] petrochemicals, information and electronic materials, and batteries to customers in the United States.’” (Proposed Order at 6, citing *Celgard, LLC v. LG Chem, Ltd.*, No. 3:14-CV-00043-MOC-DC, 2015 WL 2412467 (W.D.N.C. May 21, 2015)). Despite citing *Celgard* to support this Court’s decision, Plaintiff never previously cited or raised the case to this Court, and importantly, *Celgard* does not support the argument that LG Chem’s business contacts *in the United States* are sufficient to support the exercise of jurisdiction *in South Carolina*.

In that case, the U.S. District Court for the Western District of North Carolina applied the Fourteenth Amendment Due Process analysis to conclude that personal jurisdiction could be exercised because it found the plaintiff’s state law claims directly arose out of activities LG Chem directed to North Carolina in the course of a seven-year business relationship with a North Carolina entity related to supply of separator material for a licensed battery separator used in the manufacture of batteries for electronic devices and electric vehicles. *See Celgard*, 2015 WL 2412467, at *19–21. *Celgard* did not have anything to do with claims of consumers who acquired lithium ion battery cells for use as replaceable, rechargeable batteries. *Id.* at *24–26. Notably, the *Celgard* court specifically rejected “stream of commerce” as a basis to exercise specific personal jurisdiction over LG Chem in that case. *Id.* at *24–25.

In addition, Plaintiff's Proposed Order misplaces reliance on a decision rendered by a federal court outside of South Carolina that was not addressing similar claims, without addressing the numerous authorities cited by LG Chem by state and federal courts outside of South Carolina, including appellate courts, that did address similar claims, recognizing that the principles supporting LG Chem's motion are grounded in United States Supreme Court precedents. *See, e.g., State ex rel. LG Chem, Ltd. v. McLaughlin*, 599 S.W.3d 899 (Mo. 2020); *Walsh v. LG Chem Ltd.*, No. 19-17323, 2020 WL 6391100 (9th Cir. Nov. 2, 2020); *Richter v. LG Chem, Ltd.*, No. 18-CV-50360, 2020 WL 5878017 (N.D. Ill. Oct. 2, 2020).

IV. Plaintiff's Proposed Order does not address the "relatedness" element of the specific jurisdiction test, further demonstrating why LG Chem's motion should have been granted.

The Supreme Court has held that "[f]or specific jurisdiction, a defendant's general connections with the forum are not enough. As we have said, a corporation's continuous activity of some sorts within a state is not enough to support the demand that the corporation be amenable to suits unrelated to that activity." *Bristol-Myers Squibb Co. v. Superior Ct. of Cal.*, 137 S. Ct. 1773, 1781 (2017). The Supreme Court reiterated that specific jurisdiction requires "a connection between the defendant's contacts with the forum and the specific claims at issue." *Bristol-Myers*, 137 S. Ct. at 1781; *see also Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 414 (1984).

In the Court's email instructions, the Court stated that it was bound by *State v. NV Sumatra Tobacco Trading, Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008) and concluded that neither *Bristol Myers* nor *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. 873 (2011) were apposite or compelled a different result. (Ex. A) Plaintiff's Proposed Order does not address either of these cases, and South Carolina's appellate courts have not yet addressed *Bristol-Myers*. However,

several South Carolina federal courts have applied *Bristol-Myers* when dismissing resident plaintiffs' cases based on their failure to prove that their claims arose from purposeful contacts in the forum state. *See, e.g., Carl v. Mazda Motor Corp.*, No. 4:20-CV-00640-DCC, 2020 WL 7352563, at *5 (D.S.C. Dec. 15, 2020); *Maseng v. Lenox Corp.*, No. 3:19-CV-03245-SAL, 2020 WL 6709991, at *5–6 (D.S.C. Apr. 16, 2020); *Grant v. Lowe's Home Centers LLC*, No. 9:20-CV-00764-DCN, 2020 WL 1494070, at *2 (D.S.C. Mar. 27, 2020); *Accident Ins. Co., Inc. v. U.S. Bank Nat'l Ass'n*, No. 3:16-CV-2621-JMC, 2017 WL 4238231, at *3 (D.S.C. Sept. 25, 2017).

This is consistent with South Carolina law, adhering to the well-established principles that (1) jurisdiction over a foreign defendant cannot be based on the unilateral actions of third parties and (2) the specific jurisdiction analysis requires the plaintiff to show that his claims arise from or are related to the defendant's forum-specific contacts. *See Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 492, 611 S.E.2d 505, 508–09 (2005). Neither of these principles is addressed in Plaintiff's Proposed Order.

Instead, Plaintiff's Proposed Order relies solely on *State v. NV Sumatra Tobacco Trading Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008) to support his "stream of commerce" theory of jurisdiction. The "stream of commerce" metaphor is used to determine whether the "purposeful availment" element of the personal jurisdiction test is satisfied; it is not a substitute for meeting the second element of the specific jurisdiction test – relatedness. Here, Plaintiff's Proposed Order is silent as to how his claims could possibly arise out of LG Chem's unrelated business activities in South Carolina, and under controlling authority, they cannot.

CONCLUSION

For the foregoing reasons, LG Chem objects to Plaintiff's Proposed Order and asks that the Court instead grant LG Chem's Motion to Dismiss.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: /s/ Rachel Hedley

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Rachel Atkin Hedley (SC Bar No.: 16941)
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Attorneys for Defendant LG Chem, Ltd.

Columbia, SC
March 2, 2021

CERTIFICATE OF SERVICE

I, the undersigned, of the law offices of Nelson Mullins Riley & Scarborough LLP, do hereby certify that on this 2nd day of March, 2021, a true and correct copy of **LG CHEM, LTD.’S OBJECTIONS TO PLAINTIFF’S PROPOSED ORDER AND SUPPLEMENTAL MEMORANDUM SUPPORTING MOTION TO DISMISS** was served on all counsel of record who are participants in the E-Filing system. I also hereby certify that on this 2nd day of March, 2021, a true and correct copy of this pleading was served via U.S. Mail upon the counsel/parties listed below not participating in the E-Filing system.

Counsel/Parties served:

Via E-Filing: Ronnie L. Crosby, Esquire Alexander P. Lewis, Esquire William B. Cummings, Esquire Austin H. Crosby, Esquire <i>Counsel for Plaintiff Dwayne Thompson</i>	Via U.S. Mail: Gina Marie Surace 317 Greenway Drive Chesnee, SC 29323 <i>Registered Agent for Defendant Rolling Fog Vapor Company, LLC</i>

By: /s/Rachel Hedley
Rachel A. Hedley (SC Bar No.: 16941)

EXHIBIT A

From: McKinnon, William A. <wmckinnonj@sccourts.org>
Sent: Thursday, February 18, 2021 1:55 PM
To: Rachel Hedley; Ronnie L. Crosby; Blake Cummings; Alex Lewis; Jim Rogers; Scott Moise; Deirdre McCool; Ann Boney; Casey M. Gore; Austin Crosby
Cc: McKinnon, William A. Law Clerk (Elizabeth Butler)
Subject: Dwayne Thompson v. LG Chem, Ltd., et al., C.A. No.: 2019-CP-44-00054

◄External Email► - From: prvs=968351a2a1=wmckinnonj@sccourts.org

Mr. Crosby,

Please prepare an Order denying Defendants' Motion.

This was very well-argued on both sides and I have reflected on this for some time. However, I have reviewed the relevant cases, and I have concluded I am bound by *Sumatra*. I do not see either *Bristol Meyers* (no specific jurisdiction for claim by non-resident plaintiffs injured outside the forum state) or *J. McIntyre* (no specific jurisdiction where defendant had no contacts with forum state at all excepting four of its machines ending up there) as being apposite or compelling a different result.

/WAM

William A. McKinnon

Chief Judge for Administrative Purposes &
 Resident Circuit Judge
 Sixteenth Judicial Circuit
 Moss Justice Center
 1675 1-H York Highway
 York, SC 29745
 p 803.628.3047
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# EXHIBIT B

**From:** Casey M. Gore <cgore@pmped.com>  
**Sent:** Friday, February 26, 2021 3:34 PM  
**To:** 'McKinnon, William A.'; Rachel Hedley; Ronnie L. Crosby; Blake Cummings; Alex Lewis; Jim Rogers; Scott Moise; Deirdre McCool; Ann Boney; Austin Crosby  
**Cc:** McKinnon, William A. Law Clerk (Elizabeth Butler)  
**Subject:** RE: Dwayne Thompson v. LG Chem, Ltd., et al., C.A. No.: 2019-CP-44-00054  
**Attachments:** Proposed Order Denying Def LG's MTD.DOCX; Ex. 1 - Import Data.pdf; Ex. 2 - Order from the Honorable Michael G. Nettles.pdf; Ex. 3 - Order from the Honorable Courtney Clyburn Pop.pdf; Ex. 4 - Order from the Honorable Bentley Price.pdf

◀External Email▶ - From: cgore@pmped.com

Dear Judge McKinnon,

Attached please find the proposed order denying Defendant LG Chem, Ltd.'s Motion to Dismiss and exhibits. A second email will follow with the proposed order denying Defendant LG Chem America, Inc.'s Motion to Dismiss.

Thank you,

**Casey Gore**

LEGAL ASSISTANT TO RONNIE L. CROSBY &  
 AUSTIN H. CROSBY

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 ELTZROTH & DETRICK, P.A.

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**From:** McKinnon, William A. [mailto:wmckinnonj@sccourts.org]

**Sent:** Thursday, February 18, 2021 1:55 PM

**To:** Rachel Hedley <rachel.hedley@nelsonmullins.com>; Ronnie L. Crosby <RCrosby@pmped.com>; Blake Cummings <blake.cummings@cummingslewis.com>; Alex Lewis <alex.lewis@cummingslewis.com>; Jim Rogers <jim.rogers@nelsonmullins.com>; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>; Ann Boney <ann.boney@nelsonmullins.com>; Casey M. Gore <cgore@pmped.com>; Austin Crosby <acrosby@pmped.com>

**Cc:** McKinnon, William A. Law Clerk (Elizabeth Butler) <wmckinnonlc@sccourts.org>

**Subject:** [External Email] Dwayne Thompson v. LG Chem, Ltd., et al., C.A. No.: 2019-CP-44-00054

Mr. Crosby,

Please prepare an Order denying Defendants' Motion.

This was very well-argued on both sides and I have reflected on this for some time. However, I have reviewed the relevant cases, and I have concluded I am bound by *Sumatra*. I do not see either *Bristol Meyers* (no specific jurisdiction

for claim by non-resident plaintiffs injured outside the forum state) or *J. McIntyre* (no specific jurisdiction where defendant had no contacts with forum state at all excepting four of its machines ending up there) as being apposite or compelling a different result.

/WAM

---

**William A. McKinnon**

Chief Judge for Administrative Purposes &

Resident Circuit Judge

Sixteenth Judicial Circuit

Moss Justice Center

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF UNION	)	CIVIL ACTION NO.: 2019-CP-44-00054
	)	
DWAYNE THOMPSON,	)	
	)	
Plaintiff,	)	
	)	
v.	)	ORDER DENYING LG CHEM, LTD.'S
	)	MOTION TO DISMISS
LG CHEM, LTD., LG CHEM AMERICA,	)	
INC., and ROLLING FOG VAPOR	)	
COMPANY, LLC,	)	
	)	
Defendants.	)	
	)	

This matter came before the Court for a hearing on February 1, 2020, on Defendant LG Chem LTD.'s ("LG Chem") renewed motion to dismiss for lack of personal jurisdiction. After reviewing the parties' submissions and hearing argument of counsel, the Court denies LG Chem's motion for the reasons stated below.

FACTS AND PROCEDURAL HISTORY

This is a product liability action involving an allegedly defective lithium-ion battery used for an e-cigarette device. Plaintiff, a South Carolina citizen, alleges that on July 27, 2018, the battery, while in his pants pocket, exploded and burst into flames, causing severe burn injuries. The injuries occurred in Spartanburg, South Carolina. Defendant Rolling Fog Vapor Company, LLC, is a retail store in Spartanburg, South Carolina, that sold the battery and e-cigarette device to Plaintiff. (Cmplt. ¶ 2). Defendant LGA, a Delaware corporation, and Defendant LG Chem, Ltd., ("LG"), a South Korean corporation, allegedly designed, manufactured, imported, and sold the battery. *Id.* at ¶¶ 3-6.

On March 4, 2019, Plaintiff filed this action in Union County, South Carolina. The Complaint asserts causes of action for negligence, strict liability, and breach of warranty against all Defendants. Plaintiff alleges LG Chem has “continuing contacts with South Carolina by transacting substantial business in this state and manufacturing, distributing, and/or selling goods with the reasonable expectation that they will be used in this state and which are in fact used in this state.” (Cmplt. ¶ 7).

On November 2, 2020, LG Chem filed a renewed motion to dismiss for lack of personal jurisdiction, along with an affidavit of Sung Han Ryu, an LG Chem representative. Mr. Ryu states, *inter alia*, that LG Chem is a Korean company with its headquarters and principle offices in Seoul, South Korea. (Aff. ¶4). It does not own or lease property in South Carolina. *Id.* at ¶ 7. Mr. Ryu attests that LG Chem does not design, manufacture, distribute or sell a lithium-ion battery for use by individual consumers. *Id.* at ¶ 13.

On January 28, 2021, Plaintiff filed a memorandum in opposition to the renewed motion to dismiss, along with hundreds of import records for the Port of Charleston. The import records show that from December 2016 to February 2019 alone, LG Chem had approximately 296 shipments to the Port of Charleston in South Carolina. (Ex. 1 – Import Data). The import data indicates shipments to Carolina Coverttech in North Augusta, Continental Tire in Sumter, Covidien in Greenwood, Fitesa in Simpsonville, Flex in West Columbia, Milliken Company in Spartanburg, and Volvo Car US Operations, Inc. in Ridgeville. (Ex. 1 – Import Data).

STANDARD

“The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case. The decision of the trial court should be affirmed unless unsupported by the evidence or influenced by an error of law.” *Moosally v. W.W. Norton &*

Co., 358 S.C. 320, 327, 594 S.E.2d 878, 882 (Ct. App. 2004) (internal citation omitted). When addressing a motion to dismiss for lack of personal jurisdiction, “‘Courts will take as true the allegations of the nonmoving party and resolve all factual disputes in its favor.’ This includes any factual disputes brought up by submitted affidavits.” *Brown v. Investment Mgmt. & Research*, 323 S.C. 395, 399, 475 S.E.2d 754, 756 (1996) (quoting 5A Charles A. Wright & Arthur R. Miller, *Federal Practice and Procedure* § 1351 (Supp. 1995)).

ANALYSIS

Taking as true all allegations of Plaintiff and resolving all factual disputes in his favor, the Court finds there are sufficient minimum contacts between LG Chem and South Carolina to support exercising specific personal jurisdiction¹ over LG Chem.

“Specific jurisdiction over a cause of action arising from a defendant’s contacts with the state is granted pursuant to the long arm statute.” *Id.* at 491, 611 S.E.2d at 508 (citing S.C. Code Ann. § 36-2-803 (2003)). “South Carolina’s long-arm statute . . . has been construed to extend to the outer limits of the due process clause.” *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005). Therefore, “the sole question becomes whether the exercise of personal jurisdiction would violate due process.” *Id.*

“Due process requires that there exist minimum contacts between the defendant and the forum state such that maintenance of the suit does not offend traditional notions of fair play and substantial justice.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. “[D]ue process mandates that the defendant possess sufficient minimum contacts with the forum state, so that he could reasonably anticipate being haled into court there.” *Id.* at 491-92, 611 S.E.2d at 508. This is the “‘stream of commerce’ theory” used by South Carolina courts. *State v. NV Sumatra Tobacco*

¹ Plaintiff did not dispute LG Chem’s argument as to general jurisdiction.

Trading, Co., 379 S.C. 81, 89, 89 n.5, 666 S.E.2d 218, 222, 222 n.5 (2008) (“declin[ing] to embrace the ‘stream of commerce plus’ theory”).² “It is essential in each case that there be some act by which the defendant purposefully avails itself of the privilege of conducting activities within the forum state, thus invoking the benefits and protections of its laws.” *Moosally v. W.W. Norton & Co.*, 358 S.C. 320, 332, 594 S.E.2d 878, 884 (Ct. App. 2004).

“The court must also find that the exercise of jurisdiction is reasonable or fair.” *Cockrell*, 363 S.C. at 492, 611 S.E.2d at 508 (internal quotation marks omitted). “Under the fairness prong, the court must consider: (1) the duration of the activity of the nonresident within the state; (2) the character and circumstances of the commission of the nonresident’s acts; (3) the inconvenience resulting to the parties by conferring or refusing to confer jurisdiction over the nonresident; and (4) the State’s interest in exercising jurisdiction.” *Id.*

Initially, the Court finds Plaintiff proves personal jurisdiction based on the pretrial stage pleadings. “At the pretrial stage, the burden of proving personal jurisdiction over a nonresident is met by a prima facie showing of jurisdiction either in the complaint or in affidavits.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. “There is no ‘other evidence’ requirement for personal jurisdiction where the complaint itself demonstrates jurisdiction.” *Mid-State Distribs. v. Century Imps.*, 310 S.C. 330, 332, 426 S.E.2d 777, 779 (1993). Plaintiff alleges in the Complaint that LG Chem has “continuing contacts with South Carolina by transacting substantial business in this state and manufacturing, distributing, and/or selling goods with the reasonable expectation that they will be used in this state and which are in fact used in this state.” (Cmplt. ¶ 7). This demonstrates specific personal jurisdiction under the long-arm statute and due process analysis by asserting sufficient

² See also *Sheppard v. Mercedes-Benz USA, LLC*, C/A No. 2010-CP-38-1558 (Nov. 15, 2012), p. 7 (affirming South Carolina’s use of the stream of commerce theory pursuant to *Sumatra Tobacco*).

minimum contacts and the fairness and expectation of being haled into court in South Carolina under the stream of commerce theory.

Alternatively, the Court also finds that, based on the evidence submitted, Plaintiff demonstrates specific personal jurisdiction. LG Chem possesses sufficient minimum contacts with South Carolina so that it should reasonably anticipate being haled into court here.

Under South Carolina's long-arm statute,

A court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person's: (1) transacting any business in this State; (2) contracting to supply services or things in the State; . . . (4) causing tortious injury or death in this State by an act or omission outside this State if he regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this State.

S.C. Code Ann. § 36-2-803(A). LG Chem has a presence in South Carolina in the form of continuously and regularly using a South Carolina port to conduct its business activities, and deriving revenue from South Carolina. Along with the evidence of LG Chem's activities and conduct discussed below, this satisfies the minimum contacts analysis.

Plaintiff submitted an exhibit showing approximately 296 product shipments from LG Chem through the Port of Charleston, South Carolina, from December 2016 to February 2019. Plaintiff also demonstrated that these products are delivered to seven (7) different locations in South Carolina. This is ample evidence that LG Chem transacted business in South Carolina; contracted to supply things in South Carolina; and caused injury in South Carolina when it regularly does or solicits business, or engages in a persistent course of conduct, or derives substantial revenue from goods used or consumed in South Carolina. *See* S.C. Code Ann. § 36-5-803(A); *Moosally*, 358 S.C. at 336, 594 S.E.2d at 886 ("W.W. Norton's continual practice of marketing and distributing books in South Carolina satisfies the power prong of the due process analysis."); *Catalana v. Carnival Cruise Lines, Inc.*, 618 F. Supp. 18, 22 (D. Md. 1984) ("By using

the port of Baltimore as a site for regularly scheduling cruises, Carnival has purposefully availed itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws.”). LG Chem participated in the economic markets of this state and derived revenue from this state. Therefore, the minimum contacts prong is satisfied.

LG Chem does not dispute that they distribute and sell various products that come through the Port of Charleston. However, they argue that because, according to them, they do not ship lithium-ion batteries through a South Carolina port that this Court does not have jurisdiction over them. The Court rejects this assertion because another court already found that “LGCAI is responsible for marketing LGC petrochemicals, information and electronic materials, and *batteries* to customers in the United States.” *Celgard, LLC v. LG Chem, Ltd.*, 2015 U.S. Dist. LEXIS 66600, *74, 2015 WL 2412467 (W.D.N.C. May 21, 2015) (emphasis added). Therefore, it should come as no surprise to LG Chem that the subject battery ended up in South Carolina and injured a South Carolina citizen.

The exercise of personal jurisdiction is also reasonable and fair. First, LG Chem has conducted activities in South Carolina for a sufficient duration. The import records show its use of the Port for over ten years. Second, the character and circumstances of the commission of LG Chem’s acts support exercising personal jurisdiction. It consistently and repeatedly uses the Port of Charleston and receives products directly to South Carolina. Third, there is no inconvenience to the parties by conferring jurisdiction over LG Chem. LG Chem is actively litigating cases around the country involving the same type of battery at issue in this case. Fourth, South Carolina has an interest in exercising jurisdiction over LG Chem. “South Carolina has an interest in providing redress for its citizens.” *Cribb v. Spatholt*, 382 S.C. 490, 504, 676 S.E.2d 714, 721 (Ct. App. 2009) (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 473 (1985) (“A State generally

has a ‘manifest interest’ in providing its residents with a convenient forum for redressing injuries inflicted by out-of-state actors.”)). Finally, three other circuit court judges in South Carolina have examined this precise issue and determined that South Carolina has personal jurisdiction over LG Chem. (Ex. 2, Order from the Honorable Michael G. Nettles, Ex. 3, Order from the Honorable Courtney Clyburn Pope, and Ex. 4, Order from the Honorable Bentley Price). The Court has specific personal jurisdiction over LG Chem.

CONCLUSION

After reviewing all relevant cases presented by the parties, the Court is bound by *Sumatra*. Based on *Sumatra* and the additional authority cited above, the Court denies LG Chem’s motion.

AND IT IS SO ORDERED.

Dated: _____

York, South Carolina

William A. McKinnon
Circuit Court Judge

EXHIBIT C

1 STATE OF SOUTH CAROLINA
2 -----x
3 DWAYNE THOMPSON ,
4 Plaintiff,
5 Case No.
6 -against- 2019-CP-44-00054
7 LG CHEM LIMITED ET AL,
8 Defendants.
9 -----x
10 February 1, 2021
11
12
13 B E F O R E :
14 HONORABLE WILLIAM MCKINNON
15
16 A P P E A R A N C E S :
17 AUSTIN HOWEL CROSBY,
18 Attorney for the Plaintiff
19
20 RACHEL ATKIN HEDLEY,
21 Attorney for the Defendant
22
23
24 Aileen Butler
25 Official Court Reporter

1 (Whereupon, the following took place via
2 virtually)

3 THE COURT: Miss Hedley, your motion.

4 MS. HEDLEY: Thank you, Your Honor. May it please
5 the Court. Good morning. Again, for the record, my
6 name is Rachel Hedley and I am appearing this morning
7 on behalf of defendants LG Chem Limited and LG Chem
8 America Inc.

9 Before I get into the motion I do want to address
10 very briefly, Your Honor, there's a discovery motion
11 on the docket and there are motions to dismiss on the
12 docket.

13 THE COURT: Okay.

14 MS. HEDLEY: The discovery motion is now moot and
15 I will cover that in a moment, but I'll go through the
16 arguments on the motion to dismiss and then address
17 the motion for protective order. The plaintiff did
18 not put in an opposition and as I mentioned I believe
19 it's moot.

20 THE COURT: Okay. Mr. Crosby, do you concur that
21 the discovery motion is moot?

22 MR. CROSBY: Your Honor, I think a little bit of
23 background on that might help clarify. We are taking
24 the position that based on other trial court orders
25 from around this state -- in fact we've cited three of

1 them in our brief and just found out this morning that
2 there's actually an additional one that was just
3 entered in January of this year denying this exact
4 same motion with regards to these exact same two
5 defendants. We are able to proceed with the motions
6 to dismiss. I think depending on Your Honor's ruling
7 on the discovery issue and whether or not based on
8 Judge Maddox's prior order that we wouldn't have in
9 fact have to engage in further discovery. I think an
10 interpretation of that would dictate whether or not
11 that is moot. So I don't necessarily agree that it's
12 moot. I think Your Honor will have to give us some
13 guidance as to your preference as to how to handle
14 that.

15 THE COURT: Okay. Miss Hedley, I apologize for
16 interrupting you. Go ahead.

17 MS. HEDLEY: That's okay. Thank you, Your Honor.

18 First of all very briefly, a summary of the
19 argument and the basic facts. In this case which
20 involves allegations that the plaintiff, Dwayne
21 Thompson, alleges that he purchased a lithium-ion
22 battery from a vape store called Rolling Fog Vapor and
23 that while that battery that he purchased to use for
24 an e-cigerrate vaping device was in his pocket he
25 alleges that it exploded.

1 In the complaint the plaintiff identifies the
2 battery as quote, an LG Brown Hg2 INR 18650. Now, INR
3 appears to be some sort of brand name. It is not an
4 LG Chem battery. LG Chem does not sell -- never sold
5 anything called INR. But the 18650 -- and this is
6 just for Your Honor's reference -- that is a size
7 demarcation. It is a standard term in the industry.
8 So the 18 references the diameter. The 65 references
9 the length. And the zero makes it cylindrical. So I
10 believe it's 18 millimeters in diameter, 65
11 millimeters in length and then cylindrical. That is
12 just a standard size in the industry manufactured by
13 leading manufacturers that include Sony and Samsung
14 and Panasonic. So what's at issue in this case is an
15 allegation that the plaintiff purchased this battery
16 from --

17 (WHEREUPON, the audio drops out)

18 THE COURT: Your video is fine, but audio is
19 dropping out. Can you call in.

20 MS. HEDLEY: Let me try that. I apologize I am in
21 interest. I will /PHAOT this and see if I can /TKPO
22 the audio.

23 THE COURT: You may have to turn your computer
24 speakers off Ms. Hedley as well so the volume will
25 only come through your phone.

1 MS. HEDLEY: Thank you. Can you hear me?

2 THE COURT: Yes, ma'am.

3 MS. HEDLEY: I got phone in my hand. I'm ready.
4 Sorry about that. So I was just mentioning just in
5 terms of basic background, the size and type of this
6 battery.

7 So in the complaint plaintiff alleged that the
8 manufacturer was LG Chem limited which is a Korean
9 company and also alleged that LG Chem America Inc.
10 was a seller/importer/distributor of this battery.
11 And the prior history in this case is very important
12 to the Court's decision. We filed a reply brief this
13 morning. I know that we filed two and they were 20
14 pages long each so I'm confident the Court may not yet
15 had the opportunity to review those.

16 THE COURT: I will be honest, I did my best to
17 skim them. I have not read them carefully, but I did
18 have a question. Did Judge Maddox actually issue a
19 ruling saying there was not a prima facia case or did
20 he just say he wasn't going to rule yet.

21 MS. HEDLEY: Thank you, Your Honor. So what
22 happened is in September of 2019 at the hearing the
23 plaintiff presented the exact same arguments that the
24 plaintiff is presenting to Your Honor. As to LG Chem
25 America the same argument about consent to

1 jurisdiction and the registration statute. The same
2 argument that Sumatra is all that's required in the
3 allegation of placing a product essentially in the
4 stream of commerce. All of the same information
5 argued regarding the order in the *Renee Moore case.
6 All the same information. And at the oral ruling
7 Judge Maddox stated that more information was needed
8 to decide the jurisdictional issue. A written order
9 was entered in December and then the parties had a
10 disagreement about what that meant. And our position
11 LG Chem Limited and LG Chem America our position was
12 that it was very clear that Judge Maddox had ruled
13 that there was not enough information to decide the
14 jurisdictional issue and therefore we would go forward
15 with discovery limited only to the product ID question
16 and a question of whether LG Chem Limited and LG Chem
17 America had sufficient contact with South Carolina to
18 to establish jurisdiction. Our position was that it
19 was so limited. The plaintiff took the position that
20 it was not. We filed a motion. Both entities filed a
21 Motions for Reconsideration or in the alternative
22 clarification and we asked the Court to reconsider and
23 essentially just decide no, the motion should be
24 granted outright. Also as to the service of process
25 issue on LG Chem. Alternatively we asked if the Court

1 is not going to completely throw these cases out then
2 please clarify the prior written order to document and
3 confirm the oral ruling back in September 2019 which
4 was that there is not enough information on this
5 record to find there's jurisdiction. The plaintiff
6 opposed that and ultimately Judge Maddox ruled in our
7 favor in July of this year and said that there was not
8 enough information to decide the jurisdictional issue.
9 So our argument at this point is that Judge Maddox
10 already had in front of him every single thing that
11 the plaintiff is putting in front of Your Honor. The
12 same facts. The same law, including the other
13 decision from some other South Carolina Circuit Court.
14 All of that was in front of Judge Maddox and Judge
15 Maddox said there's not enough here to decide
16 jurisdiction. The law however makes it very clear
17 that it is the plaintiff's burden to establish
18 jurisdiction and if the plaintiff did not meet that
19 burden according to the information that was presented
20 then then the plaintiff can not meet that burden with
21 the information that is presented now because it is
22 the same information and the plaintiff has waived any
23 right for further discovery and that goes to my second
24 point about the motion for protective order that I am
25 going to address.

1 So our position is that in order for this Court or
2 these facts which were the exact same facts that were
3 presented to Judge Maddox to now say that the
4 plaintiff can move forward that would undo Judge
5 Maddox's ruling and that is against South Carolina Law
6 for the plaintiff to come in here and do that.

7 THE COURT: Exactly what -- that's was my original
8 question to you. To me there's a difference between
9 judge saying I don't have enough information to make
10 ruling and you seem to be saying because of the burden
11 being on the plaintiff that is equivalent to a ruling
12 that there was not a prima facia case presented. Is
13 that what you are saying?

14 MS. HEDLEY: That is what I am saying Your Honor.

15 THE COURT: I am not sure those two are the same
16 things. Just reading -- I haven't read his underlying
17 order but reading the quotes from your brief, your
18 memo, it appears he's just saying I'm not issuing a
19 ruling. Isn't that what he's saying?

20 MS. HEDLEY: What he said in September was, I will
21 deny the motion without prejudice and the defendants
22 can bring the motion again as soon as jurisdictional
23 discovery has been concluded.

24 At this point our position is jurisdictional
25 discovery has been concluded because the 90 days has

1 gone by. The plaintiff has not produced any evidence
2 of contacts with South Carolina. The plaintiff has
3 put in a brief that said we don't need any more
4 discovery. We don't want any more discovery. So
5 regardless of how Your Honor views Judge Maddox's
6 decision it's very clear that he said the defendant
7 can come back and renew this motion after
8 jurisdictional discovery. We are after jurisdictional
9 discovery. The plaintiff is not offering any
10 additional facts. So we don't see any other way other
11 than on the current record to grant this motion
12 without undoing what Judge Maddox said before. So
13 that's our position on the motion to be granted.

14 Now, I'm also glad to address the law for Your
15 Honor's benefit addressing exactly why we believe that
16 any other ruling would violate constitutional due
17 process.

18 THE COURT: Yes, ma'am, please.

19 MS. HEDLEY: Thank you.

20 So again, as I mentioned, plaintiff says that he
21 purchased this battery from a vape store. In support
22 of his motion to dismiss -- and again, just for the
23 record I just want to reiterate that LG Chem Limited
24 is a Korean company headquartered in South Korea. Our
25 position is that service to the South Carolina

1 Secretary of State is improper and is insufficient and
2 inconsistent with the Hague Service Convention.
3 However, that issue was already decided by Judge
4 Maddox and we moved to reconsider. He denied it. So
5 for the record a that maintains our position but we
6 are not asking this Court to undo that order now.
7 Okay. So moving beyond to the question of personal
8 jurisdiction, LG Chem introduced admissible evidence
9 showing that it did not supply Rolling Vapor vape
10 store. Not only that, LG Chem never supplied any vape
11 store. Not only that, LG Chem never supplied anyone
12 that LG Chem was aware was serving a consumer market
13 for stand-alone batteries. And so, if the battery
14 that arrived in South Carolina where the plaintiff
15 purchased it was in fact manufactured by LG Chem
16 Limited then it arrived in South Carolina as the
17 result of unilateral actions of third parties and not
18 as the result of any action that LG Chem directed to
19 South Carolina.

20 THE COURT: Where did LG Chem believe their
21 batteries were going if they didn't think they were
22 going to consumer products?

23 MS. HEDLEY: I am glad to address that.

24 So LG Chem manufactured these battery cells for
25 use by sophisticated companies and I'll -- and I'll as

1 examples, a computer manufacturer or an e-vite
2 manufacturer that will take the cells, pack them in a
3 battery pack with protective circuitry and put them in
4 the back of these consumer electronic devices. So LG
5 Chem was never serving in a consumer market to
6 actually purchase and handle the walk-around with one
7 of these cells in their pocket. So they did have
8 customers in the United States, but those customers
9 were limited to original equipment manufacturers who
10 would purchase cells and install them directly into
11 the equipment. Battery packers who would purchase the
12 cells, create the battery pack and supply those to the
13 manufacturers. And then finally, a very limited
14 number of distributors. None of whom were located in
15 South Carolina that would purchase cells, and then
16 supply them to the battery packers to go into the
17 battery packs. So at no time LG Chem was never
18 supplying to a consumer market. And that
19 distinguishes the case in particular from Sumatra
20 which we put in our briefs. Regardless of whether if
21 the Court is bound by Sumatra whether Sumatra would
22 stand constitutional scrutiny after the United States
23 Supreme Court's more recent decisions on personal
24 jurisdiction I denote that it would, but our position
25 is that it does not matter. The Court does not need

1 to go against Sumatra here. But reading together
2 Sumatra and the Cockrell case and considering the
3 Supreme Court authorities of Walden versus Fiore which
4 in 2014 reiterated that jurisdiction over a defendant
5 can not be based on the unilateral actions of third
6 parties. And in Bristol-Myers it does not matter the
7 extent of a defendants connections with a foreign
8 state or business in the state if the claims at issue
9 don't arise out of those connection. And so the
10 plaintiff is asking Your Honor to follow what other
11 circuit courts in South Carolina have done. However,
12 of course Your Honor is aware that those are not
13 binding on this Court and we have also pointed to
14 numerous authorities and I believe I've only cited a
15 handful in these briefs, but there are many others.
16 Federal Courts around the country including the Ninth
17 Circuit Court of Appeals. Recently the Federal
18 District Court in Georgia, the Supreme Court of the
19 State of Missouri. Numerous appellant courts in
20 various states have all confirmed that these same
21 constitution principle prevent the exercise of
22 personal jurisdiction over LG Chem in a forum and the
23 plaintiff's allegation in the complaint are limited to
24 saying that LG Chem allegedly manufactured this
25 battery cell and separately saying that LG Chem

1 regularly transacted business in the state. Does not
2 even allege in the complaint any connection. It could
3 be any kind of business. It could be selling petra
4 chemical. And the charts that was submitted
5 previously, which again, there's nowhere on those
6 charts that show that LG Chem shipped into this state
7 lithium-ion battery cells to Rolling Fog Vapor or to
8 any other vape store. Selling lithium-ion battery
9 cells for example to Volvo, a car manufacturer, not
10 18650 cells or pouch-type cells that never be confused
11 and they are going into a car, the car battery. So
12 again, our position would be that none of that
13 information could possibly support personal
14 jurisdiction.

15 Judge Maddox said I need more information. The
16 law says that it is the plaintiff's burden. So, yes,
17 we do believe that Judge Maddox's decision was -- the
18 complaint and this chart does not amount to the
19 plaintiff meeting its burden. Otherwise there would
20 have been no reason for Judge Maddox to say we need
21 more discovery regarding the plaintiff's contacts --
22 excuse me -- regarding the defendant's contacts with
23 South Carolina. And I do want to briefly mention that
24 although the legal principles are the same the two
25 defendants of course LG Chem Limited is a Korean

1 company headquartered in Korea, did not have any
2 physical presence in South Carolina. LG Chem America
3 Inc. is a Delaware corporation with its principal
4 place of business in Atlanta, Georgia. So LG Chem
5 America Inc. would be subject to general jurisdiction
6 in those two states under recent Supreme Court
7 authority in Delaware and in Georgia, but not here.
8 And registered to do business in South Carolina and
9 the tax statute, again, those were already presented
10 to Judge Maddox. But additionally, that would run
11 contrary to the United States Supreme Court precedent
12 which in recent years. Particularly as recently as
13 the BNSF Railway decision, 2017, the United States
14 Supreme Court has reiterated that when it comes to
15 general jurisdiction it's the state of incorporation
16 and the principal place of business and anything other
17 than that would have to be so extraordinary as to show
18 that the defendant was actually at home in the state
19 and I don't think the plaintiff is even arguing that
20 either LG Chem Limited or LG Chem America is at home.
21 So I think general jurisdiction is really not an
22 issue.

23 THE COURT: So let me make sure I understand. So
24 your argument on the specific jurisdiction is, in
25 general that because there's no evidence of this

1 particular product coming into South Carolina evidence
2 of other sales from LG Chem are insufficient?

3 MS. HEDLEY: So our position would be that
4 certainly sales of petro chemicals or car batteries
5 into the State of South Carolina there's no possible
6 connection to this claim. But even if LG Chem sold
7 18650's battery cells to a manufacturer in South
8 Carolina that still would not be enough. And in a
9 case called Richter, R-i-c-h-t-e-r, for example,
10 Federal District Court in Illinois correctly found
11 that despite LG Chem having sold cells to battery
12 packers in that state it was not enough to satisfy
13 constitutional due process.

14 In the Missouri case the plaintiff simply alleged
15 similar -- in fact, the plaintiff allegations in
16 Missouri were more than what we have here. The
17 plaintiff alleged that LG Chem sold through a
18 distributor to Missouri. The trial court originally
19 denied LG Chem's motion and we took a writ to the
20 Supreme Court of Missouri which ultimately granted the
21 writ and found that the trial court had erred because
22 allegations that LG Chem should have foreseen that
23 some third party would bring its cell into the foreign
24 state and sell it to a consumer were not sufficient to
25 satisfy the constitution. And so in summary, we think

1 that the plaintiff's argument really reduced to its
2 essence, is that LG Chem manufactured the cell. The
3 cell found its way into South Carolina and LG Chem
4 does unrelated business in South Carolina. That is
5 simply not enough to satisfy the constitution under
6 Cockrell, under Sumatra and certainly not under any of
7 the United States Supreme Court precedents we've
8 cited.

9 THE COURT: Miss Hedley, I'll be honest. The
10 argument that there is a distinction when the company
11 is selling a product to one group of people, group A,
12 but not to group B, that there's no specific
13 jurisdiction over a claim by group B if they buy
14 product by another channel. That is a new argument to
15 me.

16 What is the single best case you have that
17 supports that contention?

18 MS. HEDLEY: Well, again, I mean the case --
19 excuse me, the Richter case from Illinois.

20 THE COURT: The Richer case from Illinois. Okay.

21 MS. HEDLEY: As well as the Walsh case which is
22 the Ninth Circuit Court of Appeal. An LG Chem case.
23 There are several LG Chem cases. But the Richter case
24 most particularly. Additionally, another case from a
25 California Appellant Court called Kadow, K-a-d-o-w.

1 But also Bristol-Myers, the United States Supreme
2 Court. And the reason I mention that is because in
3 Bristol-Myers the issue there was mass manufacturer
4 distribution and sale of a prescription medication
5 called Plavix, p-l-a-v-i-x. And in the State of
6 California the defendant, Bristol-Myers, which was a
7 nonresident for California had sold hundred of
8 thousands of prescriptions but had 250 in state sale
9 representatives, research laboratories, a government
10 advocacy center and a distributor all for that product
11 and yet the United States Supreme Court said a
12 non-resident plaintiff can not come in to California
13 and sue Bristol-Myers in California despite fact it
14 was selling these very medications to consumers in the
15 very state because there is no connection.

16 So our position would be how could it possibly
17 follow after Bristol-Myers that a plaintiff could come
18 into South Carolina and say they purchased a cell from
19 a vape store. That vape store did not get that cell
20 from LG Chem Limited. Did not say there was a
21 distributor that LG Chem was supplying that was
22 supplying that vape store.

23 The plaintiff is relying simply on allegations
24 that show no connection between any business LG Chem
25 conducted in South Carolina and these claims as well

1 as a chart which is inadmissible. Hearsay. So it's
2 not admissible. But regardless, even if it were it
3 does not show LG Chem shipping 18650 battery cells
4 into South Carolina. And so we do not believe that
5 personal jurisdiction can exist under the specific
6 jurisdiction argument and numerous courts around the
7 country. In at least 12 different states; Appellant
8 Courts, Federal Courts, State Courts, State Appellant
9 Courts have recognized that the very same constitutional
10 principals that support our motion require the
11 dismissal of LG Chem in a case involving these
12 allegations. And I know I started off this hearing by
13 saying I believe that the discovery motion has been
14 rendered moot. And the reason I say that is because
15 Judge Maddox said that the plaintiff could have 90
16 days to conduct jurisdictional discovery. Which
17 regard to LG Chem America the plaintiff did not serve
18 any. So come completely waived any right to ask for
19 jurisdictional discovery from LG Chem America. The 90
20 days elapsed. We filed a renewed motion according to
21 Judge Maddox's order.

22 As to LG Chem Limited the plaintiff did serve
23 discovery, but very broad in scope. The plaintiff
24 wanted to know everything there was to know about the
25 LG Chem sales throughout the United States. Even

1 sales and business contacts and activities that
2 occurred well after the alleged date of the incident
3 which was in 2018. Information regarding sales of
4 other products throughout the United States. And
5 ultimately we put in a supplemental memoranda in
6 support last week on Tuesday addressing that motion
7 for protective order and on Thursday -- honestly to
8 our surprise, after the plaintiff had not said a word
9 to us about anything relating to the discovery since
10 we agreed back in August that we could not agree and
11 therefore filed a motion for protective order. The
12 plaintiff said we don't need any more discovery. The
13 facts and the record as it is, this is enough. And so
14 we submit that the motion for protective order is not
15 opposed. And if the Court is inclined not to grant -
16 let me rephrase it. Our position would be that at this
17 time there is nothing in the record to support the
18 plaintiff's burden of establishing jurisdiction. The
19 allegations are not sufficient. There are no facts in
20 the record. The plaintiff had the opportunity to
21 conduct jurisdictional discovery which we maintain
22 would turn out the same way. There are no related
23 contacts but the plaintiff gave that up. And so that
24 is why at this point we are asking that the Court
25 grant the motion as to both defendants and dismiss

1 both for lack of personal jurisdiction.

2 Thank you, Your Honor.

3 THE COURT: Mr. Crosby.

4 MR. CROSBY: Thank you. Austin Crosby here along
5 with my partner William Barnes and co-counsel, Alex
6 Lewis and Blake Cummings, on behalf of the plaintiff.
7 Judge, I want to pick up right where Miss Hedley just
8 left off. That is these LG entities have contended
9 from day one that there's no document they could
10 possibly produce that would change the outcome of this
11 court's ruling on personal jurisdiction. Candidally
12 we're taking them on their word on that which is why
13 we decided to push forward with these motions to
14 dismiss because they say there's no document we can
15 produce that would change the outcome.

16 A little bit of background I think on not just
17 this case but other cases around the country I think
18 will help put this in a context a little bit better.
19 This is not isolated case involving manufacturing
20 defect of the battery. There are literally hundreds
21 of these cases pending around the country. To bring
22 it more at home level -- and I don't want to misstate
23 to the Court the number of actively pending cases, but
24 I know that either currently pending or were pending
25 in the very recent past there are in addition to this

1 case our firm is working on another case involving
2 this identical battery, that's the Ranae Moore case
3 which has been cited numerous times. There's also a
4 case pending in Akin County in which Judge Courtney
5 Clyburn Pope has ruled to deny this exact same motion.
6 There's a case pending in Beaufort County which Judge
7 Buckner has ruled to deny this exact same motion. And
8 again, we just found out today that there is is okay
9 in Charleston with Judge Price has denied this exact
10 same motion. But again on a broader scale there's
11 been numerous, dozens if not more of these motions
12 heard around the country and LG is fighting this exact
13 same battle on multiple fronts.

14 We believe that candidly the Court does have
15 enough information to render a ruling at this point in
16 time based not only on the orders of the other South
17 Carolina Circuit Court judges but based on the import
18 data that was attached to our memo which shows the
19 number of these shipments that come into the country.

20 Your Honor was spot on in your analysis that
21 there is no distinction between LG Chem shipping an
22 18650 battery to South Carolina as opposed to shipping
23 another product that they design and manufacturer to
24 this state. It's really no different if you think
25 about Ford Motor Company I assume that shipments of

1 Ford vehicles are coming from overseas into our
2 country, the argument that LG is asking this Court to
3 adopt and embrace is that well, Ford may have F-150's
4 imported into South Carolina but if they don't import
5 Ford Explorers and you have Ford Explorer rollover,
6 you can't bring a case against Ford involving a
7 Employer. And to your point, Your Honor, there is no
8 case standing for that proposition just because the
9 product is not identical in nature that this Court is
10 not able to exercise jurisdiction over that defendant
11 It's simply not the case at all.

12 Let me address a few things, a few statements made
13 by counsel. She said the motion for protective order
14 is not opposed. Your Honor, again, I think depending
15 on what Your Honor rules on whether or not we are
16 bound by Judge Maddox's prior ruling. I would
17 respectfully submit that on this Webex call right now,
18 the only lawyer that was at that hearing that was
19 involved at that point in time -- and I'm referring to
20 the defense lawyers. There was another firm, the firm
21 of Lewis Brisbois which was handling the case at that
22 juncture and I am not saying it was a
23 mischaracterization but I think counsel's
24 representation of what Judge Maddox's ruling is is not
25 exactly in line of what he said at that hearing. And

1 Your Honor picked up on it. He did not rule that the
2 plaintiffs have not met their burden of establishing
3 prima facia case in involving jurisdiction. He was
4 concerned with one main issue that was raised by the
5 defense and that is a lot of times in these cases
6 there are knock-off batteries that are not LG brand
7 batteries. They look the same. They perform the same
8 function but they're not an LG battery. That issue
9 was raised again by prior defense counsel in that
10 hearing in front of Judge Maddox back in 2019 and he
11 understandably said well, I do think the parties need
12 more time to inspect the product and confirm it is an
13 LG battery. That inspection has taken place. Our
14 experts have already confirmed in fact it was an LG
15 battery. LG was given the opportunity to inspect that
16 battery. I've heard nothing from them though that
17 would indicate it is not an LG battery or that they
18 contest that issue. So Judge Maddox was concerned
19 with that issue. In addition to allowing the parties
20 90 days to conduct jurisdictional discovery and
21 actually the order said the parties may conduct
22 jurisdictional discovery. It's our position today
23 that further jurisdictional discovery is not needed
24 based on the information that's in front of this Court
25 and that exact same information that is before Your

1 Honor is what has been considered by every single one
2 of these other Circuit Court Judges in South Carolina

3 THE COURT: Let me stop you for a second. Am I
4 correct, I believe Miss Hedley said that Judge Maddox
5 characterized his order as a denial of their motion
6 without prejudice, is that correct?

7 MR. CROSBY: That is correct Your Honor.

8 THE COURT: Okay, let me speak to Miss Hedley
9 again.

10 Miss Hedley, the general principal is you can't
11 file a successive motion raising the same argument
12 unless there is new evidence to support it in Rule 43
13 but if Judge Maddox characterized his ruling on your
14 motion as without prejudice, doesn't that mean we're
15 on a blank slate today and I can rule however I
16 please.

17 MS. HEDLEY: Well, Your Honor I don't think so
18 only because of the fact that Judge Maddox clearly
19 stated that the information that the plaintiff is
20 relying on today was not sufficient.

21 THE COURT: But that ruling was without prejudice
22 to it being re-raised. I'm struggling how an order
23 without prejudice can preclude the party from making
24 the argument again. Isn't that by definition without
25 prejudice means?

1 MS. HEDLEY: Yes, as to the motion, but I do think
2 that the -- and some of the comments that counsel is
3 making were made in the briefing related to our motion
4 for clarification where I understand that I was not at
5 that hearing but of course I familiarized myself
6 carefully with the transcript and the other pleadings
7 and I am very familiar with the progress of this case
8 But that is exactly the position that the plaintiff
9 took when we asked Judge Maddox to clarify the written
10 order to more accurately capture the oral ruling he
11 had made. He granted our motion. He entered an order
12 agreeing with our position and so the plaintiff is not
13 again advancing that position but again Judge Maddox
14 agreed with our understanding of the oral ruling and
15 had documented that in the July 20, 2020, order
16 additionally limiting to 90 days and the plaintiff
17 have not -- have waived any right for further
18 discovery. Have not put in any other information.
19 And so I do believe that Judge Maddox's decision
20 controls but I also believe that there is nothing in
21 this record that can support the plaintiff's burden
22 and so regardless of how Your Honor views our argument
23 that this would be going against what Judge Maddox
24 did. We also briefed and clearly set forth that
25 there's no basis. The only basis that the plaintiff

1 is offering is, well, three other South Carolina
2 Circuit Judges said so. I understand that, but I also
3 understand what the law says and to the extent that
4 counsel is arguing, you know, that LG Chem is fighting
5 this exact same battle on multiple fronts, that is --
6 I don't know that I would say fighting. I would say
7 winning because this is the correct analysis and
8 numerous courts, state and federal and appellant
9 courts in state after state after state. Federal
10 courts; Hawaii, California, Washington State, Ohio,
11 Illinois, Georgia, Arizona. Federal courts all
12 applying and adopting the exact same argument that I
13 am making.

14 State courts in New York, in New Jersey, in
15 neighboring North Carolina, in Texas, in California,
16 Oklahoma, in Washington State, in I believe South
17 Dakota or perhaps it was Idaho. Sorry, I don't get
18 out west much. But in many, many other states.
19 Again, state courts saying that these constitutional
20 due principal mandate the outcome that we are asking
21 for here.

22 THE COURT: Okay. Mr. Crosby, I apologize for
23 interrupting your argument.

24 Based on what I've heard today I don't think I am
25 persuaded by the argument that Judge Maddox's ruling

1 binds me today. And again, if you want to send some
2 authority I will be happy to look at it. If his order
3 was without prejudice my understanding of the term
4 "without prejudice" means without prejudice to a
5 further motion by that party on the same grounds. So
6 I don't think by definition I can be bound by an order
7 by another Judge that is entered without prejudice.
8 But Mr. Crosby if don't mind if you can focus your
9 argument on the underlying issue of whether or not
10 there is jurisdiction.

11 MR. CROSBY: I'll be happy to, Your Honor. Very
12 briefly, I anticipated that issue that Miss Hedley
13 just raised coming up today about what's happening in
14 other states and I would submit this, but if Your
15 Honor feels it would be helpful, there's briefing that
16 was done in the State of Iowa and it was just done
17 last month, January of 2021, and it addresses the same
18 issue because another Circuit Judge sitting in your
19 same position heard the argument that LG was winning
20 this jurisdictional battle all around the country. I
21 don't think the facts support that, Your Honor. I
22 will submit this brief if Your Honor would like. It
23 shows ten different states, South Carolina being one
24 of those ten states and it's got roughly 20 orders
25 where trial courts around the country have ruled to

1 deny this exact same motion. So, I would respectfully
2 submit that LG is not winning this battle. I think
3 that argument has been set forth in other cases in
4 front of other judges and I don't think that has any
5 true significance. I'm not sure that it's factually
6 correct, Your Honor, with regard to the number of
7 times they are winning.

8 THE COURT: Is it exhibit two that you are
9 referring to, the chart?

10 MR. CROSBY: Well, exhibit two is the import data
11 Your Honor. So Your Honor is aware, that is data that
12 was collected from the U.S. customs. They keep that
13 information. That information was wired and then
14 assembled on that spreadsheet to show the number of
15 shipments coming into the Port of Charleston.

16 THE COURT: Okay, I'll be honest. It's a little
17 confusing to look at for someone who is not heavily
18 involved in this case. Where in the chart are the
19 particular batteries at issue?

20 MR. CROSBY: Your Honor, I believe the chart does
21 not show specific products. It doesn't distinguish
22 between any type of product as opposed to shipments
23 that LG Chem Limited is making into the Port of
24 Charleston and on the majority of those I can give you
25 the numbers here. They're cited in our brief. We got

1 data going back to 2006 that shows this import data.
2 For ease of our conversation today we focused on the
3 data between December 2016 and February of 2019. So
4 roughly a little over two years of data and we got 296
5 shipments from LG Chem that are coming through the
6 Port of Charleston. Of those 296 shipments 244 of
7 those LG Chem America is listed as consigning those
8 shipments. And I did a little quick math last night.
9 Basically that amounts about every three days a
10 shipment is coming into the Port of Charleston with
11 products from LG Chem.

12 Do you have that exhibit two in front of you?

13 THE COURT: I do. Yes, sir.

14 MR. CROSBY: And I happy to kind of go through and
15 of that that may not be as clear as we should have
16 made it if Your Honor would like.

17 THE COURT: It's okay. My main question was, are
18 any of these entries the particular batteries in
19 question and my understanding is we don't know. It's
20 not specific enough.

21 MR. CROSBY: That's correct, Your Honor. I'm not
22 able to represent to the Court that we can point out
23 which specific shipments of those were 18650
24 batteries. What I would point out is the point Your
25 Honor raised earlier and that I think for purposes of

1 a decision of whether or not this Court can exercise
2 personal jurisdiction over the LG defendants I really
3 think it's to a certain degree it's immaterial whether
4 it's 18650 batteries or other products that LG Chem is
5 availing themselves of shipping and selling in South
6 Carolina.

7 THE COURT: What's your best case? Miss Hedley,
8 my understanding is her argument is that not only do
9 you have to show these batteries were shipped into
10 South Carolina but that they were shipped to consumer
11 and not OEM manufacturers. Do you have a case?
12 What's your best case saying the shipments of other
13 goods and batteries in general is enough for
14 jurisdiction.

15 MR. CROSBY: Your Honor, I don't think how
16 specifically they address it in these cases but I
17 truly think that South Carolina verses Sumatra, it NV
18 Sumatra. It's from our own Supreme Court here in
19 South Carolina. It's still good law and I think
20 really from this whole analysis that and Worldwide
21 Volkswagon case which we all remember from first year
22 in law school. I really think those cases are
23 probably the best on point. And really what we're
24 talking about of course is stream of commerce theory
25 where these LG defendants are availing themselves and

1 putting their products into the stream of commerce.
2 So I think those cases and particularly the Sumatra
3 case are probably the best ones.

4 THE COURT: All right..

5 MR. CROSBY: So back to your request as far as the
6 actual merits of the jurisdictional issue. And Miss
7 Hedley was correct, we're not arguing general
8 jurisdiction. I don't believe general jurisdiction
9 would apply to the defendants. We have purposely only
10 argued specific jurisdiction. And a little bit of
11 factual information I think would help with this
12 issue. If you were to believe the argument that LG is
13 making here that this Court would not be able to
14 exercise jurisdiction over a South Carolina resident
15 who purchased a battery from a store in South Carolina
16 and then his injury took place in the State of South
17 Carolina. There is truly no other forum which would
18 be appropriate other than right here in South Carolina
19 where all of this it took place. LG seems to think
20 they can insulate themselves virtue of being an
21 overseas manufacturer, but it's simply not the case.
22 It doesn't comport with our South Carolina long-arm
23 statute which is truly what governs most of what we
24 are talking about. It's well detailed in the brief,
25 Your Honor, but we're talking about 36-2-803. And the

1 particular language in that statute that is important
2 is the production, manufacture or distribution of
3 goods with the reasonable expectation that those goods
4 are to be used or consumed in this state and are so
5 used or consumed. And that last bit of language, Your
6 Honor, I think is most important part. We know this
7 exact part, 18650 was used and consumed in the State
8 of South Carolina. It was purchased from a store here
9 and we know that it would have arrived from a shipment
10 from overseas coming through South Carolina. And at
11 the end of the day that's probably the best proof is
12 the fact that the product did in fact end here. The
13 defendants directed their products to be shipped to
14 the United States, and in fact the facts of this case
15 support that that is in fact what happened. So when
16 you are look at this long-arm statute I think really
17 that language there is the reasonable expectation to
18 be used or consumed. LG I don't believe can say,
19 well, we know we shipped these thousands and thousands
20 of products through the Port of Charleston in South
21 Carolina, but however we're immune from being sued. I
22 don't think it comports with what our long-arm statute
23 says and specifically due process.

24 The Court's job here is really from our view to
25 apply the stream of commerce test to assess whether or

1 not due process is afforded to LG with them being a
2 foreign manufacturer and that analysis, Your Honor,
3 really hinges upon their minimum contacts which we
4 would submit are established through the import data
5 that's been provided to the Court. When you get
6 beyond that prong, Your Honor, the analysis charged to
7 the reasonableness and fairness of exercising
8 jurisdiction over these defendants. And I think a
9 point that probably hasn't been brought to Your
10 Honor's attention is, we're really talking about the
11 same company here when we're talking about LG Chem
12 America and LG Chem Limited. LG Chem America is
13 simply a wholly-owned subsidiary of LG Chem Limited.
14 As that import data that you were looking at earlier
15 shows almost all of these shipments by LG Chem into
16 the United States list LG Chem America as the
17 consigning party. So LG Chem America while there
18 maybe arguments made they are different companies they
19 are by far and large the same company. Just simply
20 fulfilling different roles with regard to what they
21 do.

22 I want to touch on one thing with regard to the
23 discovery in this case, and Your Honor has heard a
24 little bit about it as we've gone along. We have been
25 fighting this issue, this jurisdictional issue with

1 these defendants for over a year and a half now. And
2 when Judge Maddox decided to allow limited
3 jurisdictional discovery we did search jurisdictional
4 discovery. I want to make sure that point is clear.
5 We served it to LG Chem Limited and our response we
6 got back from the defendants was, well, we're
7 objecting to everything you sent. It's overly broad.
8 And they basically assert a boilerplate objections to
9 that discovery. Once they were ordered to go and
10 conduct jurisdictional discovery which the plaintiffs
11 tried to comply with, we were then met with, well,
12 we're not going to produce anything and then basically
13 more delay tactics from these defendants. And that's
14 unfortunately why we had to attach that Alabama order
15 which you will see, Your Honor, that addresses the
16 discovery abuse that I would submit to this Court that
17 has gone on around this country with regard to these
18 LG defendants. When we attempted to do discovery that
19 Judge Maddox contemplated we were met with resistance
20 and find ourselves right back here at step one
21 basically.

22 THE COURT: Miss Hedley I believe contended your
23 co-counsel had stated that plaintiff didn't want any
24 more jurisdictional discovery or wouldn't need it, is
25 that correct?

1 MR. CROSBY: I would alter that slightly, Your
2 Honor. When we did serve additional discovery on the
3 LG defendants we were met with basically lengthy
4 objections that were basically boilerplate objections
5 that when we tried to work those issues such as
6 agreeing on a protective order which we've discussed
7 numerous times. We couldn't agree on a protective
8 order. They wouldn't produce any documents and
9 basically what we unfortunately after a year and a
10 half of litigating just this jurisdictional issue came
11 to realize was that this was all an attempt by these
12 LG defendants to stall litigation. Not only in this
13 case but litigation around the country. That's what
14 that order from Alabama court really exemplified and
15 unfortunately it took us a while to realize what was
16 going on and that's why, Your Honor, based we thing
17 that based on the record in front of you not only what
18 we submitted to the Court but also these orders from
19 around our state that there is sufficient information
20 for the Court to rule on.

21 THE COURT: Okay, let me make sure. What you're
22 telling me is one possible resolution of today's
23 hearing is I would say go back to discovery if I were
24 to deny the motion for protective order and then the
25 main motion for personal jurisdiction would be heard a

1 different day but you're saying you don't want me to
2 do that.

3 MR. CROSBY: Well, Your Honor, I would submit, you
4 know, I believe the position that you stated earlier
5 with regards to Judge Maddox's order being his ruling
6 that he denied LG he's motion to dismiss without
7 prejudice. My understanding of the law is consistent
8 with what Your Honor articulated which is, there is
9 nothing that would bar this Court from ruling to deny
10 these two motions to dismiss based on the same
11 evidence. If Your Honor felt differently, then I
12 would say that I think an option certainly is us going
13 back and conducting further jurisdictional discovery.

14 THE COURT: Let me make sure you're not telling me
15 you want more time for jurisdictional discovery?

16 MR. CROSBY: We are not currently requesting more
17 time for jurisdictional discovery, Your Honor.

18 THE COURT: Okay. In that case I do agree with
19 the defendant that their motion for protective order
20 is mooted. Any objection to that conclusion?

21 MR. CROSBY: No, Your Honor.

22 THE COURT: Okay. So we're on agreement on that.
23 Miss Hedley, I will give you the final argument on
24 anything you want to speak about.

25 MS. HEDLEY: Thank you, Your Honor. The Court has

1 been very generous of its time and I appreciate that.
2 This is an important issue and I will be as brief as
3 can. I would like to comment in a very targeted way
4 to just some of the things raised by plaintiff's
5 counsel.

6 First, the chart. I have the chart in front of me
7 and if the chart were to be submitted to Your Honor
8 electronically where it could search as PDF can be, I
9 disagree that the chart doesn't give any information
10 and I think the Court can easily look at the chart and
11 I'm looking at it right now.

12 THE COURT: Give me a second. Let me see if my
13 PDF is searchable. Yes, mine is searchable.

14 MS. HEDLEY: Then if Your Honor were to search for
15 example the word resin I'm confident there would be a
16 lot of hits for that. I'm looking at entries that
17 talk about resin.

18 THE COURT: Yes, ma'am, I do see those.

19 MS. HEDLEY: And another example would be methyl
20 acrylate but honestly Your Honor could just type in
21 methyl, m-e-t-h-y-l.

22 THE COURT: Right. Okay.

23 MS. HEDLEY: And so the type of products are
24 identified. And my first question would be the same
25 as what Your Honor asked plaintiff, where on that

1 chart do you see 18650 battery cells coming into South
2 Carolina? And I don't think that it's accurate to say
3 that this chart just shows a bunch of products. It
4 specifies. Now, the chart is hearsay and
5 inadmissible. My understanding is that is a chart
6 that's created by counsel reflecting information from
7 the U.S. Customs and that information I believe is
8 recorded by the importer. But the bottom line is,
9 this chart does say what the products are and it shows
10 petrochemicals and resins. Some are on here. I
11 believe there maybe shipments of car batteries to
12 Volvo. But there are not -- that I'm aware of --
13 shipments of 18650 battery cells, and if there are
14 they are very limited and there certainly not going to
15 any vape stores but the plaintiff has pointed to that.
16 The plaintiff has told Your Honor that it doesn't say
17 what the products are and we believe the chart shows
18 otherwise.

19 THE COURT: Okay, but there are definitely entries
20 for batteries being imported but this goes back to
21 your argument that importing for the use by Volvo car
22 companies is not sufficient to justify jurisdiction in
23 this case, is that correct?

24 MS. HEDLEY: That's correct, Your Honor and those
25 car batteries for example could never be confused with

1 an 18650. They're not the size or shape. They don't
2 look the same. So there's simply no confusion.
3 That's number one. Number two, the plaintiff says we
4 know how it got here. It would have arrived from
5 overseas. However in many of the cases -- and I would
6 submit to the Court that the supply chain works in two
7 directions. The plaintiff could go to Rolling Fog
8 Vapor and say where did you get your supply from. In
9 other cases plaintiffs have gone to vape stores and
10 said, where did you get your supply from? The vape
11 stores have pointed to some other distributor, very
12 frequently entities in China and these entities in
13 China have been named as defendants in some of these
14 cases and in cases where the allegation has been made
15 LG Chem has introduced admissible evidence that it did
16 not do business with those entities. How they are
17 getting the battery cells I do not know. But what I
18 do know is that there is no chain of distribution
19 suggesting that LG Chem put the battery cells on a
20 ship to the United States. It landed in the United
21 States and somebody took it off the back of a truck
22 and then sold it to the vape store. They're coming
23 into the country in some way but it's not by LG Chem
24 directing them there and pertinent here, is not by LG
25 Chem directing it to South Carolina, which is what due

1 process would require.

2 Number three, I believe plaintiff's counsel called
3 Your Honor all the way back to Worldwide Volkswagon
4 and I believe -- and I don't have the cite in front of
5 me, but there's a quote in that case, defendant's
6 shadow cannot be the agent for the service of process.
7 Plaintiff's argument is basically LG Chem manufacture
8 this product. It found its way to South Carolina.
9 Game over. And we submit that that is not what due
10 process requires.

11 To the argument that no other forum would be
12 appropriate, counting back to talk about the decision
13 by the Supreme Court of Missouri, that oral argument
14 if the Court were interested is available on the
15 Supreme Court of Missouri's website and that was the
16 first question that was asked. And to counsel's point
17 that I may not have been at the hearing before Judge
18 Maddox's but I have been at most of the hearings in
19 these other cases, in these other jurisdictions. I
20 stood before the Supreme Court of Missouri and was
21 asked that very question with regard to whether
22 there's a forum. And so, to those points due process
23 controls and we again respectfully submit that these
24 other orders, these other South Carolina Circuit
25 Courts simply do not comply with constitutional due

1 process and nothing in Sumatra requires a different
2 result.

3 Also, for the record, I do need to briefly mention
4 that counsel mentioned that quote I wrote down, "We
5 are really talking about the same company here." LG
6 Chem Limited is a Korean company. LG Chem America
7 Inc. is an independent subsidiary. They are separate
8 and independent companies. So for purposes of
9 jurisdiction there is ample body of case law that have
10 not been briefed or addressed, but it has not been
11 raised before I don't believe in this case. But just
12 because they are a parent subsidiary relationship does
13 not support the exercise of jurisdiction and that's
14 very clear. I believe the Dangler (phonetics) case,
15 U.S. Supreme Court said that.

16 So finally, to the extent that counsel is throwing
17 out the amount of time that has gone by and saying
18 it's been a year and a half, this is a delay tactic.
19 All of that is unsupported by the record. In fact
20 much of the delay here is because plaintiff disagreed
21 with us as to the meaning of the order in September of
22 2019. We were forced to go to a motion for
23 reconsideration and we won that motion in July of this
24 year. Judge Maddox said, yes, LG Chem Limited and LG
25 Chem America, you are correct. Discovery is limited

1 to jurisdictional issues. And so finally to the
2 extent that plaintiff again raises this case which I
3 did address in our reply brief, it's Cannon case from
4 Alabama. It's an aberration. The order itself was
5 primarily drafted by the plaintiff's counsel but the
6 discovery -- and I'm glad to give Your Honor the
7 history of that case if you would like. I don't think
8 it's important here.

9 THE COURT: That's not necessarily.

10 MS. HEDLEY: But some of the examples of the
11 discovery are in our reply brief as to how overbroad
12 and abusive that discovery was. However, we have also
13 submitted to Your Honor many decisions including an
14 order issued by trial court in Arizona in the Tague
15 case, T-a-g-u-e, as well as one in New Jersey in a
16 case called Cribb, C-r-i-b-b. In both of those again
17 in the Cribb case the Judge allowed extensive
18 discovery. Nationwide contact of LG Chem related to
19 these 18650 batteries cells and ultimately concluded
20 that there was nothing to connect LG Chem to how the
21 batteries arrived in a New Jersey vape store in that
22 case or in an Arizona vape store in the Tague case.

23 So we again respectfully submit that this Court is
24 bound by the decisions of South Carolina Supreme Court
25 and the United States Supreme Court. There have been

1 numerous decisions by other courts around the country
2 and in fact this very argument about saying, well,
3 there's no forum here was recently heard and rejected
4 by a federal judge in Atlanta and those cases are
5 cited in our brief; the Davis case and the Fullerton
6 case order on September 28th of 2020. And there was
7 lengthy oral argument where the plaintiff made a
8 similar argument that was rejected. But ultimately
9 constitutional due process set forth two very clear
10 principles. One, and that's Walden versus Fiore as I
11 mentioned, that the unilateral actions of third
12 parties can not support the exercise of jurisdiction.
13 And two, and that's Bristol-Myers in 2017, that the
14 plaintiff's claim must arise out of or relate to
15 contact that the defendant formed with the forum
16 state. Not contact formed by the plaintiff or other
17 third parties such as Rolling Fog Vapor or whoever it
18 is that supplied Rolling Fog Vapor which the plaintiff
19 has not identified. But those contacts would have to
20 have been form by LG Chem Limited or LG Chem America
21 Inc. respectfully. And again, we submit that there is
22 nothing in the record that would support the
23 plaintiff's burden of establishing jurisdiction and
24 therefore we ask that the Court grant these motions.

25 If there are any issues that we covered that the

1 Court would like supplemental briefing I'm happy to
2 provide that.

3 THE COURT: That's unnecessary. But counsel, I
4 will take this matter under advisement. You all will
5 hear from me as quickly as I can make a ruling.

6 MR. CROSBY: Thank you, Your Honor.

7 MS. HEDLEY: Your Honor, one very brief thing.
8 Again we ask --

9 THE COURT: Go ahead.

10 MS. HEDLEY: Again, we ask that our motion be
11 granted. However, if for whatever reason the Court
12 were to deny the motions which we don't believe it
13 should, then I believe there is still a motion for a
14 entry of a confidentiality order that has never been
15 opposed so that should be entered. However, again,
16 our position is that LG Chem Limited and LG Chem
17 America should be dismissed from this action without
18 further proceedings.

19 Thank you.

20 THE COURT: Thank you, counsel. I will take the
21 matter under advisement.

22 MR. CROSBY: Thank you, Your Honor.

23 (END OF TRANSCRIPT)
24
25

CERTIFICATION

I, the undersigned Aileen Butler, Official Court Reporter for the 16TH Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings in the captioned case, in the Circuit Court for York County, South Carolina, on the 1st day of February, 2021.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

February 24, 2021

S/ Aileen Butler

EXHIBIT D

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF UNION	)	SIXTEENTH JUDICIAL CIRCUIT
	)	
DWAYNE THOMPSON,	)	Civil Action No. 2019-CP-44-00054
	)	
Plaintiff,	)	
	)	
vs.	)	<u>ORDER GRANTING DEFENDANT</u>
	)	<u>LG CHEM, LTD. AND LG CHEM</u>
ROLLING FOG VAPOR COMPANY, LLC,	)	<u>AMERICA, INC.'S JOINT MOTION</u>
LG CHEM, LTD., and LG CHEM	)	<u>FOR CLARIFICATION AND</u>
AMERICA, INC.,	)	<u>DENYING RECONSIDERATION</u>
	)	
Defendants.	)	

This matter is before the Court on Defendants LG Chem, Ltd. (“LG Chem”) and LG Chem America, Inc.’s (“LGCAI”) Joint Motion for Clarification or, Alternatively, Reconsideration. After considering all submissions and arguments of counsel, and for the reasons stated below, the Court (1) grants LG Chem and LGCAI’s Joint Motion for Clarification to clarify that only limited discovery is permitted at this time, limited to the threshold issues of whether LG Chem or LGCAI designed, manufactured, or sold the subject battery and the extent of LG Chem’s and LGCAI’s jurisdictional contacts with South Carolina, and (2) denies the Motion for Reconsideration of the Court’s December 12, 2019 and December 23, 2019 Orders.

FACTS

In this products liability action, Plaintiff seeks recovery for injuries allegedly sustained when a lithium-ion battery cell exploded in his pocket. (Compl. ¶¶ 11–12.) Plaintiff alleges he purchased the battery cell, an “LG Brown Hg2 INR 18650 3000mAh” model cell allegedly manufactured by LG Chem, from Defendant Rolling Fog Vapor Company, LLC (“Rolling Fog”), a South Carolina retailer of e-cigarettes and accessories. (*Id.* ¶¶ 2, 9.) Plaintiff filed this action on

March 4, 2019, asserting claims of negligence, strict liability, and breach of warranty against LG Chem, LGCAI, and Rolling Fog.

On April 24, 2019, LG Chem filed a Motion to Dismiss and Quash Service of Process, and LGCAI filed a separate Motion to Dismiss. Defendants and Plaintiff filed memoranda in support of and opposing the motions on September 18, 2019. The parties appeared for a hearing on September 23, 2019, and the Court gave its oral ruling and thereafter entered written orders denying LG Chem's and LGCAI's motions on December 6 and December 21, 2019 respectively (hereinafter referred to as the "written orders").

Following entry of the written orders, LG Chem and LGCAI filed this Motion for Clarification or, Alternatively, Reconsideration on December 16, 2019. The Motion has been fully briefed by both parties, and all submissions have been considered by the Court.

LEGAL STANDARD

Under Rule 54(b) of the South Carolina Rules of Civil Procedure, this Court has the authority to clarify, or reconsider, its written orders denying LG Chem's Motion to Quash and denying both LG Chem's and LGCAI's motions to dismiss for lack of personal jurisdiction. Under Rule 54(b), "any order . . . which adjudicates fewer than all the claims or the rights and liabilities of fewer than all the parties . . . is subject to revision at any time before the entry of judgment adjudicating all the claims and the rights and liabilities of all the parties." *See Broom, Jr. v. Andrews*, 2017 WL 10701535, at *2 (S.C. Ct. Com. Pls. Nov. 2, 2007) ("Rule 54(b) . . . instructs that unless the Court expressly directs the entry of judgment, any intermediate order is subject to revision, at any time, until a final judgment is issued."). Courts may also clarify their prior orders under Rule 54(b). *See, e.g., Carpenter v. Measter*, 2010 WL 4219701 (S.C. Ct. Com. Pls. Feb. 23,

2010) (issuing a revised order under Rule 54(b) clarifying its previous order granting partial summary judgment).

ANALYSIS

A. Motion for Reconsideration

Having carefully considered the arguments and submissions by LG Chem, LGCAI, and Plaintiff supporting and opposing LG Chem and LGCAI's Joint Motion for Reconsideration, the Court denies the motion to the extent it seeks reconsideration. As set forth in the Court's oral rulings at the September 23, 2019 hearing, the allegations in the Complaint and the parties' submissions do not provide enough information upon which to base a decision as to whether the battery at issue in this matter was designed, manufactured, and sold by LG Chem or LGCAI or whether the Court has personal jurisdiction over these Defendants. This lack of information still remains an issue that prevents a decision on personal jurisdiction. Therefore, Defendants' Motion for Reconsideration of the motions to dismiss for lack of personal jurisdiction is denied.

B. Motion for Clarification

Defendants requested clarification of the written orders, which did not directly address whether the issue of jurisdiction should be decided before proceeding with the merits of the case, including the parties engaging in any merits-related discovery. As stated above, the Court needs more information before ruling on the issue of personal jurisdiction, an issue that should be decided before proceeding with the merits of the case. *See Bridges v. Wyandotte Worsted Co.*, 243 S.C. 1, 9, 132 S.E.2d 18, 22 (1963) ("The decision of the question of whether the court has jurisdiction is a preliminary one to the determination of the merits of the cause"), *overruled in part on other grounds, Sabb v. S.C. State Univ.*, 350 S.C. 416, 567 S.E.2d 231 (2002); *Hidria, USA, Inc. v. Delo*, 415 S.C. 533, 538–39, 783 S.E.2d 839, 842 (Ct. App. 2016) (explaining the trial court's decision

to “permit[] the parties to conduct discovery on the jurisdictional issues raised in [the defendant’s] motion to dismiss” and to hold “its ruling on the motion to dismiss in abeyance pending completion of the jurisdictional discovery”). Discovery must first determine whether the battery at issue in this lawsuit was designed, manufactured, and sold by LG Chem or LGCAI and the extent of LG Chem’s and LGCAI’s jurisdictional contacts with South Carolina. Therefore, the written orders are clarified to hold that the parties may conduct discovery for a period of 90 days following entry of this Order limited to these issues.

CONCLUSION

For the foregoing reasons, the Court allows the parties 90 days from the date of entry of this Order to conduct discovery limited to the specific issues of whether LG Chem or LGCAI designed, manufactured, or sold the subject battery and the extent of LG Chem's and LGCAI's jurisdictional contacts with South Carolina. After the close of jurisdictional discovery, LG Chem and LGCAI may refile motions to dismiss. LG Chem and LGCAI shall have no obligation to file a responsive pleading until 15 days after the jurisdictional discovery period ends.

IT IS SO ORDERED.

J. Cordell Maddox, Jr.
Judge, Sixteenth Judicial Circuit

Union, South Carolina

, 2020



Union Common Pleas

Case Caption: Dwayne Thompson VS Lg Chem, Ltd. , defendant, et al

Case Number: 2019CP4400054

Type: Order/Other

So Ordered

s/ J. Cordell Maddox Jr.

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EXHIBIT E

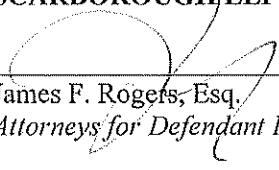
STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF UNION	)	SIXTEENTH JUDICIAL CIRCUIT
DWAYNE THOMPSON,	)	Civil Action No. 2019-CP-44-00054
	)	
Plaintiff,	)	
	)	DEFENDANT LG CHEM, LTD.'S
vs.	)	ANSWERS AND OBJECTIONS TO
	)	PLAINTIFF'S JURISDICTIONAL
ROLLING FOG VAPOR COMPANY,	)	INTERROGATORIES
LLC, LG CHEM, LTD., AND LG	)	
CHEM AMERICA, INC.,	)	
	)	
Defendants.	)	

TO: Ronnie L. Crosby
Austin H. Crosby
101 Mulberry Street East
P.O. Box 457
Hampton, SC 29924
Attorneys for Plaintiff

PLEASE TAKE NOTICE that Defendant LG Chem, Ltd. ("LG Chem") hereby provides answers and objections to Plaintiff Dwayne Thompson's ("Plaintiff") Jurisdictional Interrogatories, dated July 24, 2020, in the above-captioned matter. LG Chem reserves the right to amend these answers during the course of discovery.

Dated: August 21, 2020

**NELSON MULLINS RILEY &
SCARBOROUGH LLP**

By: 
James F. Rogers, Esq.
Attorneys for Defendant LG Chem, Ltd.

GENERAL OBJECTIONS

As to each and every interrogatory, LG Chem states the following:

A. LG Chem objects to the burden of responding to Plaintiff's Jurisdictional Interrogatories. LG Chem incorporates by reference its position as stated in its Motion to Dismiss Plaintiff's Complaint for Lack of Personal Jurisdiction and supporting memorandum of law, and as reiterated in its Motion for Clarification Or, Alternatively, Reconsideration of the Court's Order denying LG Chem's Motion to Dismiss, as though fully set forth herein.

B. LG Chem objects to Plaintiff's Jurisdictional Interrogatories as exceeding the scope of jurisdictional discovery authorized by the Court in the Order it issued on July 20, 2020.

C. LG Chem objects to each and every interrogatory to the extent that it seeks confidential business information, trade secrets, and/or other confidential proprietary information for which Plaintiff has no legitimate need and the disclosure of which would cause LG Chem competitive harm and pecuniary loss.

D. LG Chem objects to each interrogatory to the extent Plaintiff seeks information about products beyond the specific product alleged to have been involved in Plaintiff's alleged injuries, as such interrogatories are overly broad, seek to impose an undue burden on LG Chem, and seek discovery that is not relevant to the discrete issue of jurisdiction before the Court. In his Complaint Plaintiff alleges he was injured by an "LG Brown Hg2 INR 18650 3000mAh 3.7V battery." Further, Plaintiff defines "Product" in these Interrogatories as "the Brown Hg2 INR 18650 3000mAh 3.7V battery ('Subject Battery') that forms the basis of this case and all substantially similar lithium-ion batteries manufactured using the same or similar components." As such, any of Plaintiff's interrogatories seeking information about products other than LG 18650 lithium ion battery cells are overly broad, seek to impose an undue burden on LG Chem, seek discovery that is not relevant to the discrete issue of jurisdiction before the Court, and are not reasonably calculated to lead to the discovery of admissible evidence. Accordingly, LG Chem objects.

E. LG Chem objects to each interrogatory to the extent Plaintiff seeks information after July 27, 2018, the date of the alleged incident that forms the basis of Plaintiff's lawsuit. Any of Plaintiff's interrogatories seeking information after the date of the alleged subject incident in this case are overly broad, seek to impose an undue burden on LG Chem, seek discovery that is not relevant to the discrete issue of jurisdiction before the Court, and are not reasonably calculated to lead to the discovery of admissible evidence. LG Chem also objects to each interrogatory to the extent Plaintiff seeks information for a time period greater than five years prior to the date of incident, as such information could not possibly inform the jurisdictional question before the Court. Accordingly, LG Chem objects.

F. LG Chem objects to each interrogatory to the extent it seeks evidence beyond LG Chem's jurisdictional contacts with the State of South Carolina. Such interrogatories are overly broad, seek to impose an undue burden on LG Chem, seek discovery that is not relevant to the

discrete issue of jurisdiction before the Court, and are not reasonably calculated to lead to the discovery of admissible evidence. In its July 20, 2020 Order, the Court limited the scope of this jurisdictional discovery process to LG Chem's relevant jurisdictional contacts with South Carolina. Thus, to the extent Plaintiff seeks information beyond LG Chem's jurisdictional contacts with South Carolina, LG Chem objects.

G. LG Chem objects to each interrogatory to the extent Plaintiff seeks information from or about entities other than LG Chem, including other LG entities. Any of Plaintiff's interrogatories seeking to require LG Chem to provide information regarding entities other than LG Chem, including other LG entities, are overly broad, seek to impose an undue burden on LG Chem, seek discovery that is not relevant to the discrete issue of jurisdiction before the Court, and are not reasonably calculated to lead to the discovery of admissible evidence. Accordingly, LG Chem objects.

H. LG Chem objects to Plaintiff's Definition of "Defendant," "you," and "your" as vague, ambiguous, and overly broad because it seeks to define LG Chem as including unrelated third parties, including unspecified "agents" and "representatives" of LG Chem "and all of their operating divisions, subsidiaries and affiliates, both domestic and foreign." Plaintiff's expansive definition seeks to impose duties on LG Chem that are inconsistent with the South Carolina Rules of Civil Procedure and seeks to impose an undue burden on LG Chem. Accordingly, LG Chem objects.

Without waiving any of the foregoing General Objections, each of which applies to each of the individual answers set forth below, LG Chem responds to the individual interrogatories as follows:

**LG CHEM'S SPECIFIC ANSWERS AND OBJECTIONS TO PLAINTIFF'S
JURISDICTIONAL INTERROGATORIES**

INTERROGATORY NO. 1:

With regard to LGC's ability to reasonably anticipate being haled into court in South Carolina, please list the names and contact information (along with the contact information for their attorneys, if any) of the claimants who have provided LGC with claims or notice of potential claims alleged to involve LGC-made or LGC-sold batteries alleged to have failed to meet warranted conditions or otherwise were alleged to have failed in South Carolina between January 2008 through January 2018; along with each name, please identify the brand or model name, size, and serial number for the battery at issue and whether the claim or potential claim was a claim or

notice of potential claim involving a warranty adjustment, a property damage claim, an injury or death claim, and whether or not LGC was haled into court in South Carolina in connection with such claim; and for each such claim where LGC was haled into court in South Carolina, please list the style, case number, presiding court, dates of notice and filing and resolution, whether or not LGC contested the court's personal jurisdiction over LGC in that matter, and whether there was a court order finding that the court lacked personal jurisdiction over LGC.

ANSWER:

LG Chem responds that, during the time period July 27, 2013 to July 27, 2018, it received one claim alleging injuries from use of an LG 18650 lithium ion battery cell in the State of South Carolina, in the matter, *Dietrich v. LG Chem et al.*, No. 3:17-cv-120-TLW (D.S.C.). Other information requested in this interrogatory is equally available to Plaintiff. The foregoing answer is made subject to and without waiver of LG Chem's objection that this interrogatory as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) related to the merits of Plaintiff's claims, (2) regarding products other than the product at issue in this case, and (3) with no meaningful temporal limitation, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. LG Chem further objects to this interrogatory because it seeks information regarding LG Chem's involvement in wholly unrelated lawsuits that have no bearing on the discrete jurisdictional issue presently before the Court. All other objections to this interrogatory, including LG Chem's General Objections, are preserved.

INTERROGATORY NO. 2:

In connection with products made by LGC and services and technology provided by LGC, please list persons all with authority to manage or transact business for LGC in South Carolina over the period from January 2008 through January 2018. This request is limited so that it includes only persons who fall in any one or more of the following three categories (a) persons with a home address or business address or an office address in South Carolina or (b) persons who use a phone in connection with their job that has a South Carolina area code or (c) sales managers, area sales managers, regional sales managers, territory managers, zone managers, director of commercial business, field technicians, regional managers, strategic accounts personnel, distribution managers,

franchise business managers, purchasing and sales agents, account managers, technical product trainers, trainers of point-of-sale sales personnel, persons who assist battery dealers, persons who assist with South Carolina advertising, persons who transact business with dealers, persons who transact business with wholesalers, persons who transact business with distributors, and retail sales representatives whose authority extends into South Carolina. Please list those persons by name, by home and business and office address, by phone numbers, by job titles, by employer, and by a summary of their responsibilities relating to business in South Carolina.

ANSWER:

LG Chem responds that it has never had any employees in South Carolina or with “authority to manage or transact business” for LG Chem in South Carolina relating to its 18650 lithium ion battery cells. The foregoing answer is made subject to and without waiver of LG Chem’s objection that this interrogatory as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, and (2) with no meaningful temporal limitation, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff’s claims. All other objections to this interrogatory, including LG Chem’s General Objections, are preserved.

INTERROGATORY NO. 3:

Set forth a list of all ports of entry in which batteries manufactured by LGC were imported into the United States, and for each port, list the dates of the imports, the type of batteries imported, and the number of batteries imported for the time period between 2008-2018.

ANSWER:

LG Chem responds that it will provide responsive information, if any, regarding shipments of its 18650 lithium ion battery cells to South Carolina between July 27, 2013 and July 27, 2018, upon entry of an appropriate Confidentiality and Protective Order. The foregoing answer is made subject to and without waiver of LG Chem’s objection that this interrogatory as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, (2) regarding business activities directed to states other than South Carolina, and (3) with no meaningful temporal limitation, and specifically not limited to a reasonable time period preceding the incident

that forms the basis for Plaintiff's claims. All other objections to this interrogatory, including LG Chem's General Objections, are preserved.

INTERROGATORY NO. 4:

Set forth the total number of batteries sold or distributed in the United States for each year from 2008-2018.

ANSWER:

LG Chem responds that it has never sold any LG 18650 lithium ion battery cells to anyone in the State of South Carolina. LG Chem further responds that, during the time period July 27, 2013 to July 27, 2018, it shipped LG 18650 lithium ion battery cells to one original equipment manufacturer located in the State of South Carolina. LG Chem will provide responsive information regarding these shipments upon entry of an appropriate Confidentiality and Protective Order. The foregoing answer is made subject to and without waiver of LG Chem's objection that this interrogatory as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, (2) regarding business activities directed to states other than South Carolina, and (3) with no meaningful temporal limitation, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. All other objections to this interrogatory, including LG Chem's General Objections, are preserved.

INTERROGATORY NO. 5:

Identify each seller, distributor, importer or other entity known by You to be in the distribution chain for Your products in South Carolina.

ANSWER:

LG Chem responds that, during the time period July 27, 2013 to July 27, 2018, it shipped LG 18650 lithium ion battery cells to one original equipment manufacturer located in the State of South Carolina. LG Chem will provide the identity of this entity upon entry of an appropriate Confidentiality and Protective Order. The foregoing answer is made subject to and without waiver of LG Chem's objection that this interrogatory as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) from entities other than LG Chem, (2) regarding products other than the product at issue in this case, and (3) with no temporal limitation whatsoever, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. All other objections to this interrogatory, including LG Chem's General Objections, are preserved.

INTERROGATORY NO. 6:

Identify each business in South Carolina that sells, services, and/or installs products manufactured, imported, sold and/or distributed by LGC.

ANSWER:

LG Chem responds that it between July 27, 2013 and July 27, 2018, it never had any authorized retailers, sellers, or servicers of its 18650 lithium ion battery cells located in South Carolina. LG Chem further responds that between July 27, 2013 and July 27, 2018, it shipped LG 18650 lithium ion battery cells to one original equipment manufacturer located in the State of South Carolina. LG Chem will provide the identity of this entity upon entry of an appropriate Confidentiality and Protective Order. The foregoing answer is made subject to and without waiver of LG Chem's objection that this interrogatory as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, and (2) with no temporal limitation whatsoever, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. All other objections to this interrogatory, including LG Chem's General Objections, are preserved.

INTERROGATORY NO. 7:

For each year from 2008 through 2018, provide the type of LGC products sold or distributed in South Carolina and set forth the volume of sales for each product.

ANSWER:

LG Chem responds that it has never sold any 18650 lithium ion battery cells to anyone in South Carolina. LG Chem further responds that between July 27, 2013 and July 27, 2018, it shipped LG 18650 lithium ion battery cells to one original equipment manufacturer located in the State of South Carolina. LG Chem will provide responsive information regarding these shipments upon entry of an appropriate Confidentiality and Protective Order. The foregoing answer is made subject to and without waiver of LG Chem's objection that this interrogatory as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, and (2) with no meaningful temporal limitation, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. All other objections to this interrogatory, including LG Chem's General Objections, are preserved.

INTERROGATORY NO. 8:

For each year from 2008 through 2018, provide the type of products imported into South Carolina and set forth the volume for each product.

ANSWER:

LG Chem responds that it will provide responsive information, if any, regarding shipments of its 18650 lithium ion battery cells to South Carolina between July 27, 2013 and July 27, 2018, upon entry of an appropriate Confidentiality and Protective Order. The foregoing answer is made subject to and without waiver of LG Chem's objection that this interrogatory as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, and (2) with no meaningful temporal limitation, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. All other objections to this interrogatory, including LG Chem's General Objections, are preserved.

INTERROGATORY NO. 9:

For each year from 2008 through 2018, identify each lawsuit in which LGC was a party Defendant and state whether LGC challenged personal jurisdiction.

ANSWER:

LG Chem responds that, during the time period July 27, 2013 to July 27, 2018, it was a party defendant in *Dietrich v. LG Chem et al.*, No. 3:17-cv-120-TLW (D.S.C.). Other information requested in this interrogatory is equally available to Plaintiff. The foregoing answer is made subject to and without waiver of LG Chem's objection that this interrogatory as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) related to the merits of Plaintiff's claims, (2) regarding products other than the product at issue in this case, and (3) with no meaningful temporal limitation, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. LG Chem further objects to this interrogatory because it seeks information regarding LG Chem's involvement in wholly unrelated lawsuits that have no bearing on the discrete jurisdictional issue presently before the Court. All other objections to this interrogatory, including LG Chem's General Objections, are preserved.

INTERROGATORY NO. 10:

Identify each lawsuit or Court proceeding Defendant has filed or participated in as a claimant in any state or Federal Court in South Carolina.

ANSWER:

LG Chem responds none. All objections to this interrogatory, including LG Chem's General Objections, are preserved

INTERROGATORY NO. 11:

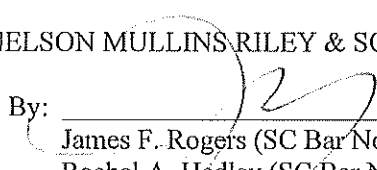
Identify each agent located in South Carolina whether it be for service of process, warranty, sales or otherwise.

ANSWER:

LG Chem responds none. LG Chem has never had any agents in South Carolina, including an agent for service of process, warranty, or sales. The foregoing answer is made subject to and without waiver of LG Chem's objection that this interrogatory as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, and (2) with no temporal limitation whatsoever, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. All other objections to this interrogatory, including LG Chem's General Objections, are preserved.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

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Attorneys for Defendants LG Chem, Ltd. and LG Chem America, Inc.

Columbia, SC
 August 21, 2020

STATE OF SOUTH CAROLINA)
COUNTY OF UNION) IN THE COURT OF COMMON PLEAS
DWAYNE THOMPSON,) SIXTEENTH JUDICIAL CIRCUIT
Plaintiff,) Civil Action No. 2019-CP-44-00054
vs.)
ROLLING FOG VAPOR COMPANY,)
LLC, LG CHEM, LTD., AND LG)
CHEM AMERICA, INC.,)
Defendants.)

**CERTIFICATION FOR
DEFENDANT LG CHEM, LTD.'S
ANSWERS AND OBJECTIONS TO
PLAINTIFF'S JURISDICTIONAL
INTERROGATORIES**

CERTIFICATION

I, Joon Young Shin, am an authorized representative of Defendant LG Chem, Ltd. ("LG Chem") and am duly authorized to make this certification on behalf of LG Chem. I have read LG Chem's Answers and Objections to Plaintiff's First Jurisdictional Interrogatories and know the contents thereof. I certify that the facts contained within this document are true and complete to the best of my knowledge, information, and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by contempt.

Executed this 2/6/21 day of Aug, 2020.

LG CHEM, LTD.

Shin
Joon Young Shin

EXHIBIT F

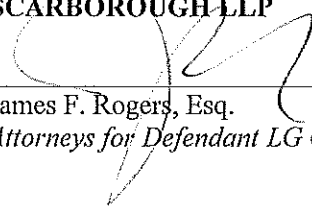
STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF UNION	)	SIXTEENTH JUDICIAL CIRCUIT
DWAYNE THOMPSON,	)	Civil Action No. 2019-CP-44-00054
	)	
Plaintiff,	)	
	)	DEFENDANT LG CHEM, LTD.'S
vs.	)	RESPONSES AND OBJECTIONS TO
	)	PLAINTIFF'S JURISDICTIONAL
ROLLING FOG VAPOR COMPANY,	)	REQUESTS FOR PRODUCTION
LLC, LG CHEM, LTD., AND LG	)	
CHEM AMERICA, INC.,	)	
	)	
Defendants.	)	

TO: Ronnie L. Crosby
Austin H. Crosby
101 Mulberry Street East
P.O. Box 457
Hampton, SC 29924
Attorneys for Plaintiff

PLEASE TAKE NOTICE that Defendant LG Chem, Ltd. ("LG Chem") hereby provides responses and objections to Plaintiff Dwayne Thompson's ("Plaintiff") Jurisdictional Requests for Production, dated July 24, 2020, in the above-captioned matter. LG Chem reserves the right to amend these responses during the course of discovery.

Dated: August 21, 2020

**NELSON MULLINS RILEY &
SCARBOROUGH LLP**

By: 
James F. Rogers, Esq.
Attorneys for Defendant LG Chem, Ltd.

GENERAL OBJECTIONS

As to each and every request, LG Chem states the following:

A. LG Chem objects to the burden of responding to Plaintiff's Jurisdictional Requests for Production. LG Chem incorporates by reference its position as stated in its Motion to Dismiss Plaintiff's Complaint for Lack of Personal Jurisdiction and supporting memorandum of law, and as reiterated in its Motion for Clarification Or, Alternatively, Reconsideration of the Court's Order denying LG Chem's Motion to Dismiss, as though fully set forth herein.

B. LG Chem objects to Plaintiff's Jurisdictional Requests for Production as exceeding the scope of jurisdictional discovery authorized by the Court in the Order it issued on July 20, 2020.

C. LG Chem objects to each and every request to the extent that it seeks confidential business information, trade secrets, and/or other confidential proprietary information for which Plaintiff has no legitimate need and the disclosure of which would cause LG Chem competitive harm and pecuniary loss.

D. LG Chem objects to each request to the extent Plaintiff seeks information about products beyond the specific product alleged to have been involved in Plaintiff's alleged injuries, as such requests are overly broad, seek to impose an undue burden on LG Chem, and seek discovery that is not relevant to the discrete issue of jurisdiction before the Court. In his Complaint Plaintiff alleges he was injured by an "LG Brown Hg2 INR 18650 3000mAh 3.7V battery." Further, Plaintiff defines "Product" in these Interrogatories as "the Brown Hg2 INR 18650 3000mAh 3.7V battery ('Subject Battery') that forms the basis of this case and all substantially similar lithium-ion batteries manufactured using the same or similar components." As such, any of Plaintiff's requests seeking information about products other than LG 18650 lithium ion battery cells are overly broad, seek to impose an undue burden on LG Chem, seek discovery that is not relevant to the discrete issue of jurisdiction before the Court, and are not reasonably calculated to lead to the discovery of admissible evidence. Accordingly, LG Chem objects.

E. LG Chem objects to each request to the extent Plaintiff seeks information after July 27, 2018, the date of the alleged incident that forms the basis of Plaintiff's lawsuit. Any of Plaintiff's requests seeking information after the date of the alleged subject incident in this case are overly broad, seek to impose an undue burden on LG Chem, seek discovery that is not relevant to the discrete issue of jurisdiction before the Court, and are not reasonably calculated to lead to the discovery of admissible evidence. LG Chem also objects to each request to the extent Plaintiff seeks information for a time period greater than five years prior to the date of incident, as such information could not possibly inform the jurisdictional question before the Court. Accordingly, LG Chem objects.

F. LG Chem objects to each request to the extent it seeks evidence beyond LG Chem's jurisdictional contacts with the State of South Carolina. Such requests are overly broad, seek to impose an undue burden on LG Chem, seek discovery that is not relevant to the discrete issue of

jurisdiction before the Court, and are not reasonably calculated to lead to the discovery of admissible evidence. In his July 20, 2020 Order, the Court limited the scope of this jurisdictional discovery process to LG Chem's relevant jurisdictional contacts with South Carolina. Thus, to the extent Plaintiff seeks information beyond LG Chem's jurisdictional contacts with South Carolina, LG Chem objects.

G. LG Chem objects to each request to the extent Plaintiff seeks information from or about entities other than LG Chem, including other LG entities. Any of Plaintiff's requests seeking to require LG Chem to provide information regarding entities other than LG Chem, including other LG entities, are overly broad, seek to impose an undue burden on LG Chem, seek discovery that is not relevant to the discrete issue of jurisdiction before the Court, and are not reasonably calculated to lead to the discovery of admissible evidence. Accordingly, LG Chem objects.

H. LG Chem objects to Plaintiff's Definition of "Defendant," "you," and "your" as vague, ambiguous, and overly broad because it seeks to define LG Chem as including unrelated third parties, including unspecified "agents" and "representatives" of LG Chem "and all of their operating divisions, subsidiaries and affiliates, both domestic and foreign." Plaintiff's expansive definition seeks to impose duties on LG Chem that are inconsistent with the South Carolina Rules of Civil Procedure and seeks to impose an undue burden on LG Chem. Accordingly, LG Chem objects.

Without waiving any of the foregoing General Objections, each of which applies to each of the individual responses set forth below and is incorporated by this reference therein, LG Chem responds to the individual requests as follows:

**LG CHEM'S SPECIFIC RESPONSES AND OBJECTIONS TO PLAINTIFF'S
JURISDICTIONAL REQUESTS FOR PRODUCTION**

REQUEST FOR PRODUCTION NO. 1:

Produce all documents cataloging imports of batteries manufactured by LGC into South Carolina.

RESPONSE:

LG Chem responds that it will produce documents, if any, reflecting shipments of LG 18650 lithium ion battery cells to South Carolina during the time period July 27, 2013 to July 27, 2018, upon entry of an appropriate Confidentiality and Protective Order. The foregoing response is made subject to and without waiver of LG Chem's objection that this request as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, and (2) with no temporal limitation whatsoever, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. All other objections to this request, including LG Chem's General Objections, are preserved.

REQUEST FOR PRODUCTION NO. 2:

Produce any advertisements which were used to advertise LGC in the United States and South Carolina.

RESPONSE:

LG Chem states that it does not have responsive documents relating to LG 18650 lithium ion battery cells in South Carolina. The foregoing response is made subject to and without waiver of LG Chem's objection that this request as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, (2) regarding business activities directed to states other than South Carolina, and (3) with no temporal limitation whatsoever, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. All other objections to this request, including LG Chem's General Objections, are preserved.

REQUEST FOR PRODUCTION NO. 3:

Produce any contracts between LGC and any importer(s) who was responsible for importing batteries into the United States for the period between 2008-2018.

RESPONSE:

LG Chem responds that it will produce responsive documents, if any, relating to LG 18650 lithium ion battery cells imported into South Carolina during the time period July 27, 2013 to July 27, 2018, upon entry of an appropriate Confidentiality and Protective Order. The foregoing response is made subject to and without waiver of LG Chem's objection that this request as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, (2) regarding business activities directed to states other than South Carolina, and (3) with no meaningful temporal limitation, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. All other objections to this request, including LG Chem's General Objections, are preserved.

REQUEST FOR PRODUCTION NO. 4:

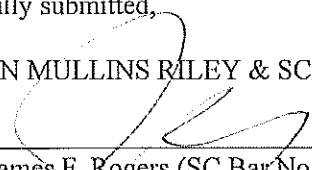
Produce all warranty claim forms or other claim forms for batteries in South Carolina for the period between 2008-2018.

RESPONSE:

LG Chem states that it does not have responsive documents. The foregoing response is made subject to and without waiver of LG Chem's objection that this request as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, and (2) with no meaningful temporal limitation, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. All other objections to this request, including LG Chem's General Objections, are preserved.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

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Attorneys for Defendants LG Chem, Ltd. and LG Chem America, Inc.

Columbia, SC
August 21, 2020

EXHIBIT G

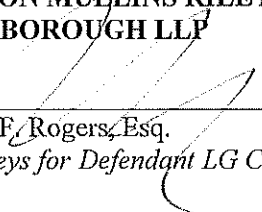
STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF UNION	)	SIXTEENTH JUDICIAL CIRCUIT
DWAYNE THOMPSON,	)	Civil Action No. 2019-CP-44-00054
	)	
Plaintiff,	)	
	)	DEFENDANT LG CHEM, LTD.'S
vs.	)	RESPONSES AND OBJECTIONS TO
	)	PLAINTIFF'S JURISDICTIONAL
ROLLING FOG VAPOR COMPANY,	)	REQUESTS FOR ADMISSION
LLC, LG CHEM, LTD., AND LG	)	
CHEM AMERICA, INC.,	)	
	)	
Defendants.	)	

TO: Ronnie L. Crosby
Austin H. Crosby
101 Mulberry Street East
P.O. Box 457
Hampton, SC 29924
Attorneys for Plaintiff

PLEASE TAKE NOTICE that Defendant LG Chem, Ltd. ("LG Chem") hereby provides responses and objections to Plaintiff Dwayne Thompson's ("Plaintiff") Jurisdictional Requests for Admission, dated July 24, 2020, in the above-captioned matter. LG Chem reserves the right to amend these responses during the course of discovery.

Dated: August 21, 2020

**NELSON MULLINS RILEY &
SCARBOROUGH LLP**

By: 
James F. Rogers, Esq.
Attorneys for Defendant LG Chem, Ltd.

GENERAL OBJECTIONS

As to each and every request, LG Chem states the following:

A. LG Chem objects to the burden of responding to Plaintiff's Jurisdictional Requests for Admission. LG Chem incorporates by reference its position as stated in its Motion to Dismiss Plaintiff's Complaint for Lack of Personal Jurisdiction and supporting memorandum of law, and as reiterated in its Motion for Clarification Or, Alternatively, Reconsideration of the Court's Order denying LG Chem's Motion to Dismiss, as though fully set forth herein.

B. LG Chem objects to Plaintiff's Jurisdictional Requests for Admission as exceeding the scope of jurisdictional discovery authorized by the Court in the Order it issued on July 20, 2020.

C. LG Chem objects to each request to the extent Plaintiff seeks information about products beyond the specific product alleged to have been involved in Plaintiff's alleged injuries, as such requests are overly broad, seek to impose an undue burden on LG Chem, and seek discovery that is not relevant to the discrete issue of jurisdiction before the Court. In his Complaint Plaintiff alleges he was injured by an "LG Brown Hg2 INR 18650 3000mAh 3.7V battery." Further, Plaintiff defines "Product" in these Interrogatories as "the Brown Hg2 INR 18650 3000mAh 3.7V battery ('Subject Battery') that forms the basis of this case and all substantially similar lithium-ion batteries manufactured using the same or similar components." As such, any of Plaintiff's requests seeking information about products other than LG 18650 lithium ion battery cells are overly broad, seek to impose an undue burden on LG Chem, seek discovery that is not relevant to the discrete issue of jurisdiction before the Court, and are not reasonably calculated to lead to the discovery of admissible evidence. Accordingly, LG Chem objects.

D. LG Chem objects to each request to the extent Plaintiff seeks information after July 27, 2018, the date of the alleged incident that forms the basis of Plaintiff's lawsuit. Any of Plaintiff's requests seeking information after the date of the alleged subject incident in this case are overly broad, seek to impose an undue burden on LG Chem, seek discovery that is not relevant to the discrete issue of jurisdiction before the Court, and are not reasonably calculated to lead to the discovery of admissible evidence. LG Chem also objects to each request to the extent Plaintiff seeks information for a time period greater than five years prior to the date of incident, as such information could not possibly inform the jurisdictional question before the Court. Accordingly, LG Chem objects.

E. LG Chem objects to each request to the extent it seeks evidence beyond LG Chem's jurisdictional contacts with the State of South Carolina. Such requests are overly broad, seek to impose an undue burden on LG Chem, seek discovery that is not relevant to the discrete issue of jurisdiction before the Court, and are not reasonably calculated to lead to the discovery of admissible evidence. In his July 20, 2020 Order, the Court limited the scope of this jurisdictional discovery process to LG Chem's relevant jurisdictional contacts with South Carolina. Thus, to the extent Plaintiff seeks information beyond LG Chem's jurisdictional contacts with South Carolina, LG Chem objects.

F. LG Chem objects to each request to the extent Plaintiff seeks information from or about entities other than LG Chem, including other LG entities. Any of Plaintiff's requests seeking to require LG Chem to provide information regarding entities other than LG Chem, including other LG entities, are overly broad, seek to impose an undue burden on LG Chem, seek discovery that is not relevant to the discrete issue of jurisdiction before the Court, and are not reasonably calculated to lead to the discovery of admissible evidence. Accordingly, LG Chem objects.

G. LG Chem objects to Plaintiff's Definition of "Defendant," "you," and "your" as vague, ambiguous, and overly broad because it seeks to define LG Chem as including unrelated third parties, including unspecified "agents" and "representatives" of LG Chem "and all of their operating divisions, subsidiaries and affiliates, both domestic and foreign." Plaintiff's expansive definition seeks to impose duties on LG Chem that are inconsistent with the South Carolina Rules of Civil Procedure and seeks to impose an undue burden on LG Chem. Accordingly, LG Chem objects.

Without waiving any of the foregoing General Objections, each of which applies to each of the individual responses set forth below and is incorporated by this reference therein, LG Chem responds to the individual requests as follows:

**LG CHEM'S SPECIFIC RESPONSES AND OBJECTIONS TO PLAINTIFF'S
JURISDICTIONAL REQUESTS FOR ADMISSION**

REQUEST FOR ADMISSION NO. 1:

Admit that LGC is aware that its products are sold in the United States,

RESPONSE:

LG Chem objects to this request in its entirety because it is improperly directed to the merits of Plaintiff's claims and is not relevant to the jurisdictional issue before the Court. All other objections to this request, including LG Chem's General Objections, are preserved.

REQUEST FOR ADMISSION NO. 2:

Admit that LGC manufactures products specifically for sale in the United States.

RESPONSE:

LG Chem denies that it has manufactured 18650 lithium ion battery cells specifically for sale in the State of South Carolina. The foregoing response is made subject to and without waiver of LG Chem's objection that this request as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, (2) regarding business activities directed to states other than South Carolina, and (3) with no temporal limitation whatsoever, and specifically not limited to a

reasonable time period preceding the incident that forms the basis for Plaintiff's claims. All other objections to this request, including LG Chem's General Objections, are preserved.

REQUEST FOR ADMISSION NO. 3:

Admit that LGC is aware that its products are shipped into the port of Charleston, South Carolina.

RESPONSE:

LG Chem admits only that it is aware of a single shipment of LG 18650 lithium ion battery cells that passed through the port of Charleston, South Carolina in June 2014, while en route to a customer located outside of the State of South Carolina. The foregoing response is made subject to and without waiver of LG Chem's objection that this request as drafted seeks information that is not relevant to the jurisdictional issue before the Court to the extent it seeks information (1) regarding products other than the product at issue in this case, and (2) with no temporal limitation whatsoever, and specifically not limited to a reasonable time period preceding the incident that forms the basis for Plaintiff's claims. All other objections to this request, including LG Chem's General Objections, are preserved.

REQUEST FOR ADMISSION NO. 4:

Admit that LGC is aware that its products are sold in South Carolina.

RESPONSE:

LG Chem objects to this request in its entirety because it is improperly directed to the merits of Plaintiff's claims and is not relevant to the jurisdictional issue before the Court. All other objections to this request, including LG Chem's General Objections, are preserved.

REQUEST FOR ADMISSION NO. 5:

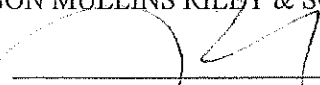
Admit that the battery which is the subject of this litigation was imported by LG Chem America, Inc.

RESPONSE:

Denied. All objections to this request, including LG Chem's General Objections, are preserved.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

James F. Rogers (SC Bar No.: 12942)
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*Attorneys for Defendants LG Chem, Ltd. and LG
Chem America, Inc.*

Columbia, SC
August 21, 2020

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF UNION	)	SIXTEENTH JUDICIAL CIRCUIT
DWAYNE THOMPSON,	)	Civil Action No. 2019-CP-44-00054
	)	
Plaintiff,	)	
	)	DEFENDANT LG CHEM
vs.	)	AMERICA, INC.'S RENEWED
	)	MOTION TO DISMISS
ROLLING FOG VAPOR COMPANY,	)	PLAINTIFF'S COMPLAINT FOR
LLC, LG CHEM, LTD., AND LG	)	LACK OF PERSONAL
CHEM AMERICA, INC.,	)	JURISDICTION
	)	
Defendants.	)	

Pursuant to Rule 12(b)(2) of the South Carolina Rules of Civil Procedure, Defendant LG Chem America, Inc. ("LGCAI") hereby renews its motion seeking an Order from the Court dismissing this lawsuit against LGCAI for lack of personal jurisdiction, in accordance with the timing requirements set forth in the Court's Order of July 20, 2020. LGCAI respectfully requests that it receives oral argument on this motion. The grounds for this motion are as follows:

PROCEDURAL BACKGROUND

On April 24, 2019, LGCAI filed a Motion to Dismiss. The Court conducted a hearing on September 23, 2019, on LGCAI's motion and entered an order on December 23, 2019, denying the motion without prejudice. LGCAI then filed a Motion for Reconsideration or Clarification, insofar as the parties disagreed as to whether the Court's Order allowed Plaintiff to proceed with litigating the substantive merits of the case when the Court had ruled from the bench that the predicate issues of product identification and jurisdiction must be resolved before further proceeding with the case.¹ On July 20, 2020, the Court entered an Order granting LGCAI's motion

¹ LGCAI also timely filed an Answer to Plaintiff's Complaint, timely asserting and preserving its defense of lack of personal jurisdiction.

to the extent it sought clarification of the prior written order and clarified that LGCAI's position regarding the prior order was correct in that: "only limited discovery is permitted at this time, limited to the threshold issues of whether [Defendant LG Chem, Ltd. ("LG Chem")] or LGCAI designed, manufactured, or sold the subject battery and the extent of LG Chem's and LGCAI's jurisdictional contacts with South Carolina." (July 20, 2020 Order, pp. 1, 4.)² The Court ordered that the time period to conduct jurisdictional discovery was 90 days. (*Id.* at p. 4.)

The July 20, 2020 Order further states that "LG Chem and LGCAI may refile motions to dismiss," and that "LG Chem and LGCAI shall have no obligation to file a responsive pleading until 15 days after the jurisdictional discovery period ends." (July 20, 2020 Order, p. 4.)

Since the Court entered its Order on July 20, 2020, Plaintiff has not served any jurisdictional discovery requests on LGCAI. The time period to conduct jurisdictional discovery expired on October 19, 2020, no further facts have been adduced, and LGCAI's Renewed Motion to Dismiss should be granted.

LEGAL ARGUMENT

This is a products liability case, in which Plaintiff seeks recovery for injuries allegedly sustained when a lithium-ion battery cell exploded in his pocket. (Compl. ¶¶ 11–12.) Plaintiff alleges he purchased an "LG Brown Hg2 INR 18650 3000mAh" model battery cell, allegedly manufactured by LG Chem, from Defendant Rolling Fog Vapor Company, LLC ("Rolling Fog"), a South Carolina retailer of e-cigarettes and accessories. (*Id.* ¶¶ 2, 9.) Plaintiff filed this action on March 4, 2019, asserting claims of negligence, strict liability, and breach of warranty against LGCAI, LG Chem, and Rolling Fog.

² LGCAI's Motion was denied to the extent LGCAI sought Reconsideration of the Court's Order denying its Motion to Dismiss without prejudice.

LGCAI is not subject to personal jurisdiction in this case. LGCAI is a Delaware corporation with its principal place of business in the State of Georgia. LGCAI does not have continuous and systematic contacts with the State of South Carolina sufficient to render it essentially “at home” in South Carolina. Accordingly, it is not subject to the general jurisdiction of South Carolina courts. *See BNSF Ry. Co v. Tyrrell*, 137 S. Ct. 1549, 1558 (2017); *Daimler AG v. Bauman*, 571 U.S. 117, 127 (2014).

In addition, for specific personal jurisdiction to attach, due process requires that minimum contacts exist between the defendant and the forum state such that maintenance of the suit does not offend traditional notions of fair play and substantial justice. *See Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491–92, 611 S.E.2d 505, 508 (2005) (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462 (1985)). Further, South Carolina courts may only exercise specific jurisdiction over a foreign defendant when the plaintiff’s cause of action arises from the defendant’s contacts with South Carolina. *See Cockrell*, 363 S.C. at 491–94, 611 S.E.2d at 509–10; *Power Prods. & Servs. Co., Inc. v. Kozma*, 379 S.C. 423, 433–35, 665 S.E.2d 660, 665–67 (Ct. App. 2008). LGCAI does not have manufacturing plants. LGCAI does not and has never designed, manufactured, distributed, advertised, or sold any lithium-ion cell for use by individual consumers as standalone, replaceable batteries in electronic cigarette devices. LGCAI has never conducted any business with Rolling Fog, the retailer where Plaintiff alleges he purchased the subject battery. LGCAI does not direct or control the actions of Rolling Fog and has never authorized Rolling Fog to advertise, distribute, or sell LG brand lithium ion battery cells for any purpose. Further, LGCAI has never authorized any distributor, retailer, re-seller, or any other individual or entity to advertise, distribute or sell any lithium ion battery cells for use by individual consumers as standalone, replaceable batteries in e-cigarette devices. Because Plaintiff cannot establish that his claims arose

out of contacts formed between LGCAI and South Carolina, due process is not satisfied, and this Court lacks personal jurisdiction over LGCAI.

Plaintiff has not alleged one fact in his Complaint to support a finding of general or specific jurisdiction in South Carolina. Plaintiff has not sought any further evidence on jurisdictional facts from LGCAI in discovery, despite ample opportunity to do so. Because Plaintiff has not and cannot meet his burden of establishing that jurisdiction may be exercised over LGCAI in this case, LGCAI should be dismissed for lack of personal jurisdiction.

This Motion is supported by the pleadings, applicable law, the Affidavit of HyunSoo Kim filed herewith as **Exhibit A** (filed contemporaneously with LGCAI's initial Motion to Dismiss), and LGCAI's supporting memorandum of law to be filed at a later date, along with any exhibits and any additional affidavits or memoranda that LGCAI may hereafter file or submit to this Court.

WHEREFORE, for the foregoing reasons, LGCAI respectfully requests that the Court enter an Order dismissing LGCAI from this action for lack of personal jurisdiction and such other and further relief the Court deems just and proper.

[SIGNATURE PAGE TO FOLLOW]

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: /s/James F. Rogers

James F. Rogers (SC Bar No.: 12942)

Rachel A. Hedley (SC Bar No.: 16941)

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*Attorneys for Defendants LG Chem, Ltd. and LG
Chem America, Inc.*

Columbia, SC
November 2, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF UNION	)	CIVIL ACTION NO.: 2019-CP-44-00054
	)	
DWAYNE THOMPSON,	)	
	)	
Plaintiff,	)	
	)	
v.	)	PLAINTIFF'S MEMORANDUM OF LAW
	)	IN OPPOSITION TO LG CHEM
LG CHEM, LTD., LG CHEM AMERICA,	)	AMERICA, INC.'S RENEWED MOTION
INC., and ROLLING FOG VAPOR	)	TO DISMISS FOR LACK OF PERSONAL
COMPANY, LLC,	)	JURISDICTION
	)	
Defendants.	)	
	)	

PLEASE TAKE NOTICE that the Plaintiff, Dwayne Thompson, submits this memorandum of law in opposition to Defendant, LG Chem America, Inc.'s ("LGCAI"), Renewed Motion to Dismiss for Lack of Personal Jurisdiction. As LGCAI has a registered agent and conducts business in South Carolina, personal jurisdiction exists, and the motion should be denied.

FACTS

This case arises out of serious burn injuries that Thompson sustained from an e-cigarette ("e-cig") lithium ion rechargeable battery ("Subject Battery") manufactured by LG that ignited in Thompson's pocket. The Complaint alleges that Thompson visited a Rolling Fog Vapor Company, LLC store on East Main Street in Spartanburg, South Carolina, and purchased the Subject Battery. (Compl. ¶ 9). While at his place of employment on July 27, 2018, the Subject Battery suddenly exploded and burst into flames that resulted in third degree burns to numerous portions of his body requiring skin grafts. (Compl. ¶ 12). The Complaint alleges negligence, strict liability, and breach of warranty allegations against the Defendants. Specifically as to LGCAI, the Complaint alleges that "LG and LGA have continuing contacts with South Carolina by transacting substantial business in this state and manufacturing, distributing, and/or selling goods with the reasonable

expectation that they will be used in this state and which are in fact used in this state.” (Compl. ¶ 7).

ARGUMENT

I. LGCAI CONSENTS TO JURISDICTION IN SOUTH CAROLINA COURTS THROUGH A CERTIFICATE OF AUTHORITY AND MAINTAINING A REGISTERED AGENT

While conceding it generates revenue from South Carolina, LGCAI attempts to argue that personal jurisdiction does not exist because it does not own any property or have employees who reside or work in South Carolina such that it cannot foresee being subject to suit in South Carolina. These arguments are meritless as LGCAI has maintained a registered agent and had a certificate of authority to conduct business in South Carolina since September 15, 2010. (Ex. 1 – SC Sec. of State Documents). Section 33-15-105 governs the effect of a certificate of authority with subsection (d) specifically providing that LGCAI consents to jurisdiction in South Carolina’s courts: “By obtaining a certificate of authority, the foreign corporation *agrees to be subject to the jurisdiction of the Department of Revenue and the courts of this State* to determine its South Carolina tax liability, including withholding and estimated taxes, together with related interest and penalties, if any.” LGCAI cannot limit the impact of § 33-15-105 as relating to tax liability as South Carolina courts either have jurisdiction or they don’t. LGCAI cannot agree to subject to jurisdiction for the purposes of tax liability while stating it does not have sufficient contacts to foresee being subject to suit in South Carolina. One reason LGCAI agreed to submit to jurisdiction of the SCDOR and the courts regarding tax liability is because of its operations within South Carolina. LGCAI cannot credibly argue it does not have sufficient contacts with South Carolina for a South Carolina court to exercise personal jurisdiction. LGCAI’s motion should be denied on this basis alone.

II. LGCAI IS SUBJECT TO THIS COURT'S JURISDICTION

a. THIS COURT HAS JURISDICTION OVER LGCAI PURSUANT TO SOUTH CAROLINA'S LONG ARM STATUTE

Even if the Court determines that possessing a certificate of authority and maintaining a registered agent in South Carolina alone are not sufficient to deny LGCAI's motion, it should still be denied as LGCAI possesses minimum contacts so as to not offend traditional notions of fair play and substantial justice. In ruling on a motion to dismiss for lack of personal jurisdiction, all factual disputes are resolved in the plaintiff's favor, and the party asserting jurisdiction under the long-arm statute meets his burden of proof by making a *prima facie* showing of jurisdiction. Taking all facts and inferences in Plaintiff's favor, he makes a *prima facie* case showing specific personal jurisdiction as to LGCAI.

Despite conceding that LGCAI generates revenue and conducts business in South Carolina, it tries to limit the Court's jurisdiction to specifically this product. This narrow interpretation is contrary to South Carolina and federal law. LG Chem LTD and LGCAI import its products into the United States through the Port of Charleston and other ports with South Carolina as the final destination. (Ex. 2 – Import Data). The US Customs data starts from November 1, 2006. (Ex. 2 – Import Data). The import data from December 2016 to February 2019 alone, shows approximately 296 shipments from LG Chem to the Port of Charleston. (Ex. 2 – Import Data). Of these shipments approximately 244 were cosigned by LGCAI. (Ex. 2 – Import Data). The import data indicates shipments to Carolina Covertech in North Augusta, Continental Tire in Sumter, Covidien in Greenwood, Fitesa Simpsonville in Simpsonville, Flex in West Columbia, Milliken Company in Spartanburg, and Volvo Car US Operations, Inc. in Ridgeville. (Ex. 2 – Import Data).

LGCAI has established minimum contacts with South Carolina by satisfying its long-arm statute by directing its activities at South Carolina through the intentional placement of its products

into the stream of commerce using nationwide distributors. “Specific jurisdiction over a cause of action arising from a defendant’s contacts with the state is granted pursuant to the long-arm statute.” State of South Carolina v. NV Sumatra Tobacco Trading Co., 666 S.E.2d 218, 222 (2008). The applicable section of the long-arm statute provides as follows:

§36-2-803. Personal Jurisdiction based upon conduct.

- (A) A court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person’s: (8) **production, manufacture, or distribution of goods with the reasonable expectation that those goods are to be used or consumed in this State and are so used or consumed.**

LGCAI’s conduct satisfies subsection (8) of the long-arm statute because it distributed a good with the reasonable expectation that it would be used or purchased in South Carolina, and the Subject Battery was purchased, used, and caused damage in South Carolina. Therefore, LGCAI had a reasonable expectation that its products would be used or purchased in South Carolina.

b. LGCAI’S CONTACTS WITH SOUTH CAROLINA ARE SUFFICIENT TO SATISFY DUE PROCESS

LGCAI knowingly placed its products into the stream of commerce with the expectation that they would be used in South Carolina. The foreseeability that is critical to due process analysis is not the mere likelihood that a product will find its way into the forum state. Rather, it is that the defendant’s conduct and connection with the forum state are such that he should reasonably anticipate being haled into court there. This theory of personal jurisdiction is known as the “stream of commerce” theory. Southern Plastics Co., *supra* citing World-Wide Volkswagen Corp., 444 U.S. at 297. The stream of commerce theory is the law in this state as to personal jurisdiction. State v. NV Sumatra Tobacco Trading, Co., 379 S.C. 81 n.5, 89, 666 S.E.2d 218, 222 (2008). Trial courts in South Carolina are required to apply the stream of commerce test when assessing whether

due process is afforded in exercising jurisdiction over a foreign manufacturer. In Asahi Metal Ind. Co., Ltd. v. Superior Court of California, 480 U.S. 102, 107 S.Ct. 1026, 94 L.Ed.2d 92 (1987), Justice Brennan describes the stream of commerce as follows:

The stream of commerce refers not to unpredictable currents or eddies, but to the regular and anticipated flow of products from manufacture to distribution to retail sale. As long as the participant in this process is aware that the final product is being marketed in the Forum State, the possibility of a lawsuit there cannot come as a surprise. Asahi, 480 U. S. at 117.

The purpose of the stream of commerce theory is to hold a manufacturer “amenable to process in a forum in which its products are sold, even if the products were sold indirectly through importers or distributors with independent sales and marketing schemes.” DeJames v. Magnificence Carriers, Inc., 654 F.2d 280, 285 (3d Cir.) cert. denied, 454 U.S. 1085 (1981). In NV Sumatra, Sumatra, an Indonesian corporation, sold United brand cigarettes to UNICO Trading Pte., Ltd., a Singapore corporation, who in turn sold them to Silmar Trading, Ltd., a British Virgin Islands corporation, who then contracted with F.T.S. Distributors, a United States importer, to distribute the United brand cigarettes throughout the United States. NV Sumatra, 379 S.C. at 85-6. Despite the various layers between NV Sumatra and South Carolina, the South Carolina Supreme Court found the exercise of jurisdiction proper. In NV Sumatra, several facts led the court to determine that Sumatra had sufficient contacts with South Carolina: (1) Sumatra admitted that it manufactured the United brand cigarettes, (2) Sumatra admitted that it owned the United States trademark for that brand, (3) per the Department of Revenue, 6,868,000 United brand cigarettes were sold in South Carolina in 2001, (4) Sumatra, either on its own or by someone else on its behalf, filed an ingredient report for the cigarettes with the Center for Disease Control, (5) Sumatra admitted that it packaged its cigarettes in a way that displayed the United States-required health warnings, and (6) the United brand cigarette packaging identified the cigarettes as an

“American blend,” had a Surgeon General’s warning, and showed an eagle and striped packaging. Id. at 90.

Like Sumatra, LCGAI has sufficient contacts with South Carolina. The South Carolina Supreme Court held that Sumatra was subject to personal jurisdiction on the basis that given the volume of cigarettes sold within South Carolina, it was reasonable for the tobacco company to have been haled into a South Carolina court. NV Sumatra, 379 S.C. at 91. The web of corporations in NV Sumatra is far more complex than in the present case.

In Asahi, 480 U. S. at 117, Justice Brennan explained “that a defendant who places goods, in the stream of commerce purposefully avails itself of a forum state because it benefits economically from the retail sale of the final product...and indirectly benefits from the [s]tate’s laws that regulate and facilitate commercial activity.” In Align Corp. v. Boustred, 2017 CO 103, ¶ 33, 405 P.3d 1148, the Colorado Supreme Court found jurisdiction over Align given that Align placed its products into the stream of commerce by using distributors, Align’s products were distributed throughout the United States, including Colorado, and Align placed no geographic limitation on distribution. The Court held on these facts that Align should have reasonably anticipated being haled into court in Colorado. Align had no physical presence in the United States, instead it used U.S.-based distributors to sell its products to retailers. Id. at ¶ 2. Here, LCGAI uses U.S.-based importers/distributors to sell its products. The Boustred Court explained the consequences of allowing a foreign manufacturer to escape jurisdiction as follows:

We reject Align’s argument that selling its products through a distributor somehow turns the distribution and sale of its products into the unilateral activity of a third party that cannot properly be considered in the minimum contacts analysis. Adopting such a position would render foreign manufacturers immune from suit in the United States so long as they sell their products in the United States through separately incorporated U.S.-based distributors. Such a result would be inequitable, as it would allow foreign manufacturers to receive the substantial economic benefit

from sales to the U.S. market without incurring resulting liabilities and costs. Align Corp. at ¶ 34.

Because LGCAI manufactured, imported, and sold the Subject Battery with the reasonable expectation that it would be purchased and used in the United States, including South Carolina, and this action arises from its sale and/or use in South Carolina, it has sufficient contacts such that the exercise of jurisdiction complies with Due Process. LGCAI's motion should be dismissed on this ground alone.

c. THIS COURT EXERCISING JURISDICTION OVER LGCAI IS BOTH REASONABLE AND FAIR

In addition to LGCAI having sufficient contacts with South Carolina to satisfy due process, the exercise of jurisdiction by this Court is reasonable and fair. The U.S. Supreme Court has previously stated that the exercise of jurisdiction is not unreasonable where it is based on the efforts of the manufacturer to serve, either directly or indirectly, the market for its product. World-Wide Volkswagen, 444 U.S. at 297-98. "Where the component allegedly fails and causes injury in the very market in which the product was expected to be sold, it is not unreasonable or unfair to require the defendant to be subject to suit in that forum." Rockwell International Corp. v. Construzioni Aeronautiche Giovanni Agusta, S.P.A., 553 F.Supp. 328 (E.D.Pa. 1982). Here, LGCAI specifically sought to serve the market in South Carolina where the Subject Battery was purchased as it obtained a certificate of authority from the South Carolina Secretary of State. Requiring LGCAI to defend its product in South Carolina is both fair and reasonable.

The precise issue that is presented in this case has been addressed by our Circuit Court on three separate occasions and by three different judges. LGCAI has filed nearly identical motions to the one pending before this Court and each time it has been denied. (See Ex. 3, Order from the Honorable Michael G. Nettles; See Ex. 4, Order from the Honorable Courtney Clyburn Pope; and

See Ex. 5, Order from the Honorable Perry M. Buckner, III). In each of these cases, involving the same defendant and the same issue that is before this Court, our Circuit Court has ruled that the exercise of personal jurisdiction over LGCAI was proper. Even though three different Circuit Court judges have ruled that this Court has personal jurisdiction over this defendant, LGCAI continues to insist this Court does not have jurisdiction over them. To the best of Plaintiff's counsel's knowledge, neither LG Chem or LGCAI has ever prevailed on a jurisdictional challenge in South Carolina.

Nearly the same issue as presented in this case was addressed by our Circuit Court in 2012 in a case filed in Orangeburg County. In the Estate of Arthur Benjamin Sheppard, II v. Mercedes-Benz USA, LLC, Daimler AG, et. al. (2010-CP-38-1558), Daimler AG filed a motion to dismiss pursuant to SCRPC 12(b)(2). Daimler contended that by virtue of being a foreign manufacturer they did not serve the market for Mercedes vehicles in South Carolina and therefore did not possess the requisite minimum contacts with South Carolina. The court rejected this argument and found that the exercise of personal jurisdiction over Daimler AG was proper under the long-arm statute and consistent with due process. (Ex. 6, Order from the Honorable Diane S. Goodstein) (In Sheppard, the sale of the vehicle took place in Germany to Daimler's subsidiary Mercedes Benz USA). Here, LGCAI makes a similar argument made by Daimler i.e. that it does not sell products in South Carolina related to e-cig batteries.

In Roberts v. Owens-Corning Fiberglass Corp., 101 F.Supp.2nd 1076 (S.D.Ind. 1999), the court noted that the point of sale is not controlling when the defendant, like LGCAI in the present case, affirmatively seeks to have its products reach the forum:

Personal jurisdiction does not depend on a mechanical or formalistic test, such as where title passes, but on a practical and realistic approach to determining the purpose of a defendant's conduct. *See North Am. Philips v. American Vending Sales, Inc.*, 35 F.3d 1576, 1579-80 (C.A.Fed. (III.) 1994) (no policy

would be furthered by according “controlling significance” to the passage of legal title). The appearance of Bell’s asbestos in this state was not random or fortuitous, but was the result of a conscious effort by Bell to exploit a chain of distribution so entrenched that it embraced all of the major trading areas of the United States...Id. at 1083.

To argue that point of “sale” insulates LGCAI flies in the face of both logic and law. Benitez-Allende, et. al., v. Alcan Aluminio Do Brazil, 857 F.2d 26 (1st Cir. 1998) (fact that title to pressure cookers manufactured in Brazil passed in Brazil was irrelevant to question of manufacturer’s susceptibility to jurisdiction); Hanson v. John Blue, 389 N.W.2d 523, 526 (Minn. Ct. App. 1986), overruled on other grounds (the “fairness requirement of due process does not extend so far as to permit a manufacturer to insulate itself from the reach of the forum state’s long-arm rule by using an intermediary or by professing ignorance of the ultimate destination for its products.”).

In addressing this issue in the context of product distribution, the Seventh Circuit held that a critical fact in determining jurisdiction is: “Whether those defendants were aware of [the] distribution system. *If they were aware*, they were indirectly serving and deriving economic benefits from the national retail market . . . and *they should reasonably anticipate being subject to suit in any forum within that market* where the product caused injury.” Nelson by Carson v. Park Industries, 717 F.2d 1120, 1126 (7th Cir. 1983), *cert denied*, 465 U.S. 1024 (1984) (emphasis added). The exercise of jurisdiction under these circumstances is reasonable, as the Supreme Court noted in World-Wide Volkswagen:

[I]f the sale of a product of a manufacturer or distributor such as Audi or Volkswagen is not simply an isolated occurrence, but arises from the efforts of the manufacturer or distributor to serve, *directly or indirectly*, the market for its product in other States, it is not unreasonable to subject it to suit in one of those States if its allegedly defective merchandise has been the source of the injury . . . The forum State does not exceed its powers under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce *with the expectation that they will be purchased by consumers* in the Forum State. 444 U.S. 286, 297 (emphasis added).

The burden of LGCAI litigating in South Carolina is minimal. As a foreign defendant whose product has injured a U.S. citizen, LGCAI will suffer no greater burden in defending this suit in South Carolina than it would in any other state. As such, it is capable of litigating in South Carolina. For these reasons, exercising jurisdiction over LGCAI is fair and does not offend traditional notions of fair play and substantial justice and, therefore, comports with due process.

CONCLUSION

Based on the foregoing, this Court should deny LGCAI's motion to dismiss.

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 ATTORNEYS FOR PLAINTIFF

January 28, 2021
 Hampton, South Carolina

EXHIBIT

1

South Carolina Secretary of State Mark Hammond

Business Entities Online

File, Search, and Retrieve Documents Electronically

LG CHEM AMERICA, INC.

Corporate Information

Entity Type: Corporation

Status: Good Standing

Domestic/Foreign: Foreign

Incorporated State: Delaware

Important Dates

Effective Date: 09/15/2010

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: CORPORATION SERVICE COMPANY

Address: 1703 LAUREL STREET
COLUMBIA, South Carolina 29201

Official Documents On File

Filing Type	Filing Date
Authority	09/15/2010

For filing questions please contact us at 803-734-2158

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EXHIBIT

2

	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & AMP; NUMBERS	CONSIGNEE ADDRESS	SHIP
W/O : E R KEN											INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TW DAER SEOU 553201
4 36 6	LG CHEM AMERICA, INC.	LG CHEM, LTD.	02/08/2019	43254	19661	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	AS PER LABEL		
4S	LG CHEM AMERICA, INC.	LG CHEM LTD.	02/05/2019	44000	20000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN BONA CHANG / BCHANGLGCHEMXXXX	LG TW DAER SEOU 07336
	CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	02/05/2019	44000	20000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS . .	15 FOREST STREET CLOSTER, NJ 07624 TEL 1- 201-364-4923	LG TW DAER SEOU 07336
4S	LG CHEM AMERICA, INC.	LG CHEM LTD.	02/05/2019	44000	20000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN BONA CHANG / BCHANGLGCHEMXXXX	LG TW DAER SEOU 07336
31D) 16.11	LG CHEM AMERICA, INC.	LG CHEM LTD.	02/05/2019	46200	21000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400- 6125 BCHANGLGCHEM.COM	LG TW DAER SEOU 07336
4YL	CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	02/05/2019	44000	20000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS . . .	15 FOREST STREET CLOSTER, NJ 07624 TEL 1- 201-364-4923	LG TW DAER SEOU 07336
4S	LG CHEM AMERICA, INC.	LG CHEM LTD.	01/29/2019	44000	20000	Pusan	Charleston, South Carolina	HANOVER EXPRESS	South Korea	NO MARKS	3475 PIEDMONT ROAD, NESTE 1200, ATLANTA, GA 30305, USA TEL 1-404-400- 6125 BCHANGLGCHEM.COM	LG TW DAER SEOU KORE

3475 PIEDMONT RD NE, LG TW

	LG CHEM AMERICA, INC.	LG CHEM LTD.	01/29/2019	44000	20000	Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS . .	SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400-6125 BCHANLGCHEM.COM	DAER SEOU COSE
IYL -HS	LG CHEM AMERICA, INC.	LG CHEM LTD.	01/29/2019	44000	20000	Pusan	Charleston, South Carolina	MOL MODERN	South Korea	N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400-6125 BCHANGLGCHEM.COM	LG TW DAER SEOU 07336
IYL -HS	LG CHEM AMERICA, INC.	LG CHEM , LTD	01/29/2019	88000	40000	Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA TEL 1-404-400-6125 BCHANGLGCHEM.COM	LG TW DAER SEOU 07336
I36- AL	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	01/25/2019	222666	101212	Ningpo	Charleston, South Carolina	NORTHERN JASPER	China	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, .NORTH CAROLINA- 1-3368784207 TEL EX 53	LG TW DONG SEOU TEL E
IYL -HS	VOLVO CAR US OPERATIONS INC	LG CHEM	01/24/2019	26752	12160	Pusan	Charleston, South Carolina	NORTHERN JASPER	South Korea	VOLVO CARS CHARLESTON	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	20 YO YOUN TOWE
-HS	LG CHEM AMERICA INC.	LG CHEM , LTD	01/21/2019	88000	40000	Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	NO MARKS NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA ATTN JEENY CHO/JENNYCHO1LGCHEM. COM TEL 404-400-6114 EXT 6125	LG TW DAER SEOU 07336
CID) 16.11 36- AL	LG CHEM AMERICA INC.	LG CHEM , LTD	01/21/2019	46200	21000	Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA ATTN JEENY CHO/JENNYCHO1LGCHEM. COM TEL 404-400-6114 EXT 6125	LG TW DAER SEOU 07336
-0464 L:336-	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	01/20/2019	222666	101212	Ningpo	Charleston, South Carolina	ZIM ROTTERDAM	China	N/M N/M N/M N/M N/M	243 WOODBINE ST.HIGH POINT, NORTH CAROLINA- 1-3368784207 TEL EX 53	LG TW DONG SEOU EX 82-
										SEAL NO.: 09476 IN ISO	3475 PIEDMONT RD NE,	LG TW

LG CHEM AMERICA, INC.	LG CHEM LTD.	01/13/2019	88000	40000	Pusan	Charleston, South Carolina	ZIM NINGBO	South Korea	TANK SEAL NO.: 109496 IN ISO TANK	SUITE 1200, ATLANTA ATLANTA US US	DAER YOUN	
JHI AG 2-TYL	LG CHEM AMERICA, INC.	LG CHEM LTD.	01/08/2019	220462	100210	Pusan	Charleston, South Carolina	MSC CHICAGO	South Korea	1566/011600 RF CU8210591/010719/010754/010758 ITTU 1055141/010221/010223/010242 SEGU80 36009/008106/008115/00	LG TW DAER SEOU 07336 32555	
136-AL										AS PER LABEL AS PER LABEL 243 WOODBINE ST.HIGH POINT, NORTH CAROLINA--	LG TW DONG SEOU TEL E	
- NE	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	01/06/2019	222666	101212	Ningpo	Charleston, South Carolina	ZIM ANTWERP	China	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TW DAER SEOU 55320	
2/O : ER EN												
36 6	LG CHEM AMERICA, LG CHEM, LTD.	01/03/2019	43254	19661	Ningpo	Charleston, South Carolina	TIANJIN	China	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TW DAER SEOU 55320	
2/O : ER EN												
36 6	LG CHEM AMERICA, LG CHEM, LTD.	01/03/2019	43254	19661	Ningpo	Charleston, South Carolina	TIANJIN	China	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TW DAER SEOU 55320	
LG CHEM AMERICA, INC.	LG CHEM LTD.	01/03/2019	88000	40000	Pusan	Charleston, South Carolina	TIANJIN	South Korea	SEAL NO.: 132586 IN ISO TANK SEAL NO.: 132568 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN	
1@C 225-1	ECOMIRAE TECHNOLOGIES LLC	LG CHEM, LTD.	12/22/2018	117638	53472	Pusan	Charleston, South Carolina	ZIM ALABAMA	South Korea	N/M N/M N/M	2445 NW 38TH STREET, GAINESVILLE, FL 32605, USA ATTN: SEUNGKOO KANG— 1-6786913927	128 YI YEON SEOU 37731
IMPS 3PU	EATON POWER	LG CHEM LTD	12/21/2018	92633	42106	Pusan	Charleston, South Carolina	LOS ANGELES TRADER	South Korea	 NM	8380 CAPITAL BLVD RALEIGH NC 27616 US	128 YI YEON 07336
EATON POWER	LG CHEM LTD	12/21/2018	92633	42106	Pusan	Charleston, South Carolina	LOS ANGELES TRADER	South Korea	 NM	8380 CAPITAL BLVD RALEIGH NC 27616 US	128 YI YEON 07336	

	EATON POWER	LG CHEM LTD	12/21/2018	88055	40025 Pusan	Carolina	TRADER	South Korea	NM NM NO MARK	RALEIGH NC 27616 US	07336
36-AL	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/16/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK SHEERNESS	South Korea	SEAL NO.: 005860 IN ISO TANK SEAL NO.: 005821 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TV DAER YOUN
M 464 - KAO SPECIALTIES L:336-AMERICAS LLC									AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, . NORTH CAROLINA- 1-3368784207 TEL EX 53	LG TV DONG SEOU TEL E
N		LG CHEM, LTD.	12/16/2018	222666	101212 Pusan	Charleston, South Carolina	MAERSK SHEERNESS	South Korea		3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN:BONA CHANG / BCHANG@LGCHEM.COM	LG TV DAER SEOU 07336
TANK	LG CHEM AMERICA, INC	LG CHEM LTD.	12/16/2018	267859	121754 Pusan	Charleston, South Carolina	MAERSK SHEERNESS	South Korea	N/M N/M N/M N/M N/M	##	
	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/15/2018	88000	40000 Pusan	Charleston, South Carolina	AMERICA	South Korea	SEAL NO.: 131599 IN ISO TANK SEAL NO.: 131594 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TV DAER YOUN
KG AP 1 < G 4 P	ECOMIRAE TECHNOLOGIES LLC	LG CHEM, LTD.	12/10/2018	217814	99006 Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	2445 NW 38TH STREET, GAINESVILLE, FL 32605, USA ATTN: SEUNGKOO KANG— 1-6786913927	128 YI YEON SEOU 55320
	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/10/2018	88000	40000 Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	SEAL NO.: 002644 IN ISO TANK SEAL NO.: 002640 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TV DAER YOUN
PO : ER DE :	LG CHEM AMERICA, INC.	LG CHEM, LTD	12/10/2018	50992	23178 Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	128, Y YEON KORE
PO : ER IEN											
36 6	LG CHEM AMERICA,	LG CHEM, LTD.	12/04/2018	43254	19661 Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TV DAER SEOU 55320

LG CHEM AMERICA, INC.	LG CHEM LTD.	12/01/2018	88000	40000	Pusan	Charleston, South Carolina	EVER LEADING	South Korea	SEAL NO.: 941399 IN ISO TANK SEAL NO.: 941357 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
LG CHEM AMERICA	LG CHEM LTD.	12/01/2018	44000	20000	Pusan	Charleston, South Carolina	EVER LEADING	South Korea	SEAL NO.: 174599 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN
6-1 2-ETYL	LG CHEM AMERICA, INC.	11/26/2018	88184	40084	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:404-400-6101 EXT. 6114 1-4044006125	LG TW DAER SEOU EX 82-
6-1 2-ETYL	LG CHEM AMERICA, INC.	11/26/2018	138891	63132	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA BCHANGE@LGCHEM.COM 1-4044006125	LG TW DAER SEOU EX 82-
6-1 2-ETYL	LG CHEM AMERICA, INC.	11/26/2018	88184	40084	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:404-400-6101 EXT. 1-4044006125	LG TW DAER SEOU 07336 32555
6-1 2-ETYL	LG CHEM AMERICA, INC.	11/26/2018	88184	40084	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:404-400-6101 EXT. 6114 1-4044006125	LG TW DAER SEOU 07336 32555
6-1 2-ETYL	LG CHEM AMERICA, INC.	11/26/2018	88184	40084	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:404-400-6101 EXT. 6114 1-4044006125	LG TW DAER SEOU 07336 32555
6-1 2-HYL	LG CHEM AMERICA, INC.	11/26/2018	88184	40084	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	N/M N/M	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN: BONA CHANG/BCHANGE@LGCHEM.COM 1-4044006125	LG TW DAER SEOU 07336 32555

	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	11/26/2018	267859	121754	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST. HIGH POINT, NORTH CAROLINA 27261 ATTN: BETH KLINE TEL:336-878-4269/336-878-4223	LG TW DONG SEOU
HIGH	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/16/2018	37037	16835	Pusan	Charleston, South Carolina	ZIM SAN DIEGO	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 BCHANGE@LGCHEM.COM 1-4044006125	LG TW DAER SEOU 07336-32555
1 KG	LG CHEM AMERICA, INC.	LG CHEM, LTD	11/16/2018	46032	20924	Pusan	Charleston, South Carolina	ZIM SAN DIEGO	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA 1-4044006125	128, Y DAER SEOU TEL E
	CHEMBANK INTERNATIONAL, INC.	LG CHEM , LTD	11/14/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS . .	15 FOREST STREET CLOSTER, NJ 07624 TEL 1-201-364-4923	LG TW DAER SEOU 07336
45	LG CHEM AMERICA INC.	LG CHEM , LTD	11/14/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA ATTN JEENY CHO/JENNYCHO@LGCHEM.COM TEL 404-400-6114 EXT 6125	LG TW DAER SEOU 07336
15880	LG CHEM AMERICA, INC.	LG CHEM, LTD	11/12/2018	45936	20880	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	128, Y DAER SEOU
20 N- 1- 9884 45	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/12/2018	176000	80000	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	SEAL NO.: 032428 IN ISO TANK SEAL NO.: 032409 IN ISO TANK SEAL NO.: 032436 IN ISO TANK SEAL NO.: 032479 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN
10 L-A	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/12/2018	35361	16073	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TW DONG SEOU
											243 WOODBINE ST, HIGH POINT, NORTH CAROLINA	

KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	11/12/2018	267859	121754	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	POINT, NORTH CAROLINA 27261 ATTN: BETH KLINE TEL:336-878-4269/336-878-4223	LG TW DONG SEOU
EATON POWER	LG CHEM LTD	11/11/2018	10318	4690	Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	AS PER LABEL	8380 CAPITAL BLVD RALEIGH NC 27616 US	128 YI YEON 07336
LG CHEM AMERICA, INC	LG CHEM LTD.	11/11/2018	46200	21000	Pusan	Charleston, South Carolina	EVER LENIENT	South Korea	SEAL NO.: 928516 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA, ATLANTA, US US	LG TW DAER YOUN
LG CHEM AMERICA, INC.	LG CHEM LTD.	11/11/2018	46200	21000	Pusan	Charleston, South Carolina	EVER LENIENT	South Korea	SEAL NO.: 928526 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, ATLANTA, US US	LG TW DAER YOUN
LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/09/2018	35361	16073	Pusan	Charleston, South Carolina	MSC LISBON	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TW DONG SEOU
LG CHEM AMERICA, INC.	LG CHEM LTD.	10/30/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 032378 IN ISO TANK SEAL NO.: 032346 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
LG CHEM AMERICA, INC.	LG CHEM LTD.	10/30/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 109294 IN ISO TANK SEAL NO.: 109275 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	10/23/2018	267859	121754	Pusan	Charleston, South Carolina	COLUMBINE MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST. HIGH POINT, NORTH CAROLINA 27261 ATTN: BETH KLINE TEL: 336-878-4269	LG TW DONG SEOU
										5550 TRIANGLE PARKWAY	LG TW DAER SEOU

3H	FNS INC ATL	LG CHEM LTD.	10/23/2018	37037	16835 Pusan	Charleston, South Carolina	COLUMBINE MAERSK	South Korea	AS PER LABEL	3000 MARQUEE PARKWAY STE 390 NORCROSS, GA 30092 1-8786913927	07336-32555
0 KG									AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	2445 NW 38TH STREET, GAINESVILLE, FL 32605, USA ATTN: SEUNGKOO KANG— 1-4047666441 TEL EX 64	128 YI YEON SEOU 553201
EL: E, E,	ECOMIRAE TECHNOLOGIES LLC	LG CHEM, LTD.	10/23/2018	175438	79745 Pusan	Charleston, South Carolina	COLUMBINE MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAK@LGCHEM.COM— 1-4044006125	LG TW DAER SEOU 07336-32555
3H	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/23/2018	37037	16835 Pusan	Charleston, South Carolina	COLUMBINE MAERSK	South Korea	AS PER LABEL		
9875 IS	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/21/2018	44000	20000 Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 032392 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
	LG CHEM AMERICA, INC.	LG CHEM, LTD.	10/21/2018	35361	16073 Pusan	Charleston, South Carolina	MSC ROMA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TW DONG SEOU
D, L-A	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/21/2018	44000	20000 Pusan	Charleston, South Carolina	EVER LAUREL	South Korea	SEAL NO.: 032793 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	10/19/2018	264552	120251 Pusan	Charleston, South Carolina	TIANJIN	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST. HIGH POINT, NORTH CAROLINA 27261 ATTN: BETH KLINE TEL: 336-878-4269	LG TW DONG SEOU
	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/18/2018	44000	20000 Pusan	Charleston, South Carolina	CMA CGM NORMA	South Korea	SEAL NO.: 005593 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
	LG CHEM AMERICA,					Charleston, South			SEAL NO.: 630191 IN	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA	LG TW DAER

INC.	LG CHEM LTD.	10/12/2018	46200	21000	Pusan	Carolina	ZIM ANTWERP	South Korea	ISO TANK	ATLANTA US US	YOUN
LG CHEM AMERICA, INC.	LG CHEM LTD.	10/12/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 928967 IN ISO TANK SEAL NO.: 008097 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
LG CHEM AMERICA, INC.	LG CHEM LTD.	10/12/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 005588 IN ISO TANK SEAL NO.: 005541 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
ABS	LG CHEM AMERICA, INC.	10/07/2018	177176	80535	Ningpo	Charleston, South Carolina	MAERSK UTAH	China	AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL: 678-984-5714 1-4044006125	20 YO YOUN TOWE KORE TEL E
9 J.C	LG CHEM AMERICA, INC.	10/05/2018	88000	40000	Pusan	Charleston, South Carolina	YM UBIQUITY	South Korea	NO MARKS NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 404-400-6101 EXT. 6114 RPASHAKLGCHEM.COM	LG TW DAER SEOU
9 J.C	LG CHEM AMERICA, INC.	10/03/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MAESTRO	South Korea	NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COMXX XX	LG TW DAER GU, SE CODE
YL J.O.C	LG CHEM AMERICA, INC.	10/03/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MAESTRO	South Korea	NO MARKS	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA ATTN SEA GUN LEEXXX	LG TW DAER SEOU 07336
IS	LG CHEM AMERICA, INC.	09/29/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MISSION	South Korea	NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COMXX XX	LG TW DAER SEOU 07336
L DE	LG CHEM AMERICA, INC.	09/29/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MISSION	South Korea	NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COM TEL 248-289-5795	LG TW DAER SEOU 07336
ER) 16.12	LG CHEM AMERICA, INC.	09/29/2018	44000	20000	Pusan	Charleston, South Carolina	MOL MISSION	South Korea	NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COM TEL 248-289-5795	LG TW DAER SEOU 07336

IRIVE 492 843-	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	09/28/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, . NORTH CAROLINA	LG TW DONG SEOU
IRIVE 492 843-	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	09/28/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, . NORTH CAROLINA	LG TW DONG SEOU
	LG CHEM AMERICA, INC.	LG CHEM LTD.	09/28/2018	44000	20000	Pusan	Charleston, South Carolina	EVER LEADING	South Korea	SEAL NO.: 930514 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, 30305 ATLANTA ATLANTA US 30305 US	LG TW DAER 07336
	LG CHEM AMERICA, INC.	LG CHEM LTD.	09/28/2018	44000	20000	Pusan	Charleston, South Carolina	EVER LEADING	South Korea	SEAL NO.: 005387 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, 30305 ATLANTA ATLANTA US 30305 US	LG TW DAER GU YC KR
30 LG CID) RUM 10993 -IS	LG CHEM AMERICA, INC.	LG CHEM LTD.	09/27/2018	42020	19100	Pusan	Charleston, South Carolina	E. R. TIANPING	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30350 USA RPASHAK@LGCHEM.COM TEL: 248-289-5795	LG TW DAER SEOU 07336
LYL -IS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	09/25/2018	35361	16073	Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TW DONG SEOU
-IS 10993 -IS	LG CHEM AMERICA, INC	LG CHEM LTD	09/25/2018	88000	40000	Pusan	Charleston, South Carolina	YM UNIFORMITY	South Korea	NO MARKS NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 404-400- 6101 EXT. 6114	LG TW DAER GU,SE CODE
	LG CHEM AMERICA, INC.	LG CHEM, LTD.	09/24/2018	35361	16073	South Riding Point	Charleston, South Carolina	SEALAND WASHINGTON	Bahamas	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TW DONG SEOU

L DE	LG CHEM AMERICA, INC.	LG CHEM LTD.	09/17/2018	44000	20000	Pusan	Charleston, South Carolina	HARBOUR BRIDGE	South Korea	NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400- 6125 JENNYCHO1LGCHEM.COM	LG TW DAER SEO 07336 NO
	LG CHEM AMERICA INC	LG CHEM LTD.	09/16/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM DJIBOUTI	South Korea	SEAL NO.: 128739 IN ISO TANK SEAL NO.: 128558 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN
	LG CHEM AMERICA, INC.,	LG CHEM LTD.	09/07/2018	88000	40000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 005371 IN ISO TANK SEAL NO.: 032270 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	LG TW DAER YOUN
A ETH > RIVE 492 843-	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	09/04/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK TAIKUNG	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, . NORTH CAROLINA	LG TW DONG SEO
	SEALED AIR CORPORATION	LG CHEM EUROPE GMBH	08/30/2018	1164	529	Antwerp	Charleston, South Carolina	CHARLESTON EXPRESS	Belgium	SEALED AIR CORPORATION 100 ROGERS BRIDGE ROAD BUILDING A 29334 DUNCAN US	100 ROGERS BRIDGE ROAD BUILDING A DUNCAN, OK 29334 US	LYON FRAN
'00 '00 IT) — E- , 352-	ECOMIRAE TECHNOLOGIES LLC	LG CHEM LTD.	08/28/2018	38360	17436	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	AS PER LABEL	2445 NW 38TH STREET, GAINESVILLE, FL 32605, USA ATTN: SEUNGKOO KANG— 1-3106674852 TEL EX 33	LG TW DAER SEO 37731
17 BS	FNS INC ATL	LG CHEM, LTD.	08/28/2018	141741	64428	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	5550 TRIANGLE PARKWAY STE 390 NORCROSS, GA 30092 1-6786913927	20 YO YOUN TOWE KORE TEL E
17 BS ABS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/28/2018	141741	64428	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL: 678-984- 5714 1-4044006125	20 YO YOUN TOWE KORE TEL E

ABS	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/28/2018	141741	64428	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL: 678-984-5714 1-4044006125	LG TW DAER SEOU 37731
L DE	CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	08/25/2018	44000	20000	Pusan	Charleston, South Carolina	HOUSTON BRIDGE	South Korea	NO MARKS . . .	15 FOREST STREET CLOSTER, NJ 07624 TEL 1-201-364-4923	LG TW DAER SEOU 07336
L DE	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/25/2018	44000	20000	Pusan	Charleston, South Carolina	HOUSTON BRIDGE	South Korea	NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.COM TEL 248-289-5795	LG TW DAER SEOU 07336 NO
J.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/25/2018	88000	40000	Pusan	Charleston, South Carolina	HOUSTON BRIDGE	South Korea	NO MARKS . . . NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 404-400-6101 EXT. 6114 RPASHAKLGCHEM.COM	LG TW DAER SEOU 07336 NO
-9 J.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/25/2018	88000	40000	Pusan	Charleston, South Carolina	HOUSTON BRIDGE	South Korea	NO MARKS . . . NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 404-400-6101 EXT. 6114 RPASHAKLGCHEM.COM	LG TW DAER SEOU 07336
10404 LIC, 218, -0099	LG CHEM AMERICA, INC.	LG CHEM LTD.	08/23/2018	36960	16800	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAK LGCHEM.COM	LG TW DAER SEOU 07336
-NP 12,80 A, 1,70 0 KG	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/23/2018	30567	13894	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA TEL: 678-984-5714 1-4044006125	20 YO YOUN TOWE KORE EX 82-
0 0 KG	LG CHEM AMERICA, INC.	LG CHEM, LTD.	08/23/2018	70870	32214	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA TEL: 678-984-5714 1-4044006125	20 YO YOUN TOWE KORE EX 82-
											3475 PIEDMONT ROAD, NE	20 YO YOUN

1	IO ORDER	LG CHEM, LTD.	07/24/2018	460325	209239	Pusan	Carolina	MSC MAXINE	South Korea	AS PER LABEL AS PER	4044006125	37737
	CHEMBANK INTERNATIONAL, INC	LG CHEM LTD.	07/13/2018	44000	20000	Pusan	Charleston, South Carolina	AMERICA	South Korea	SEAL NO.: 005051 IN ISO TANK	15 FOREST STREET CLOSTER CLOSTER US US	LG TW DAER YOUN
	LG CHEM AMERICA, INC.	LG CHEM LTD.	07/10/2018	37037	16835	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:1-404-400-6125- 1-2018162000 TEL EX 09	LG TW DAER SEOU 07336 32555
	LG CHEM AMERICA, INC.	LG CHEM LTD.	07/10/2018	37037	16835	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:1-404-400-6125- 1-4044006125	LG TW DAER SEOU 07336 32555
	LG CHEM AMERICA, INC.	LG CHEM LTD.	07/10/2018	37037	16835	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:1-404-400-6125- 1-4044006125	LG TW DAER SEOU 07336 32555
	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	07/10/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE ST.HIGH POINT, . NORTH CAROLINA	LG TW DONG SEOU
	LG CHEM AMERICA INC	LG CHEM LTD.	07/07/2018	44000	20000	Pusan	Charleston, South Carolina	E.R. TIANPING	South Korea	SEAL NO.: 027192 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN
	LG CHEM AMERICA INC	LG CHEM LTD.	07/06/2018	44000	20000	Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	SEAL NO.: 027859 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN

3	100	RYLIC	ACID	LG CHEM AMERICA, INC.	LG CHEM LTD.	06/19/2018	37037	16835	Pusan	Charleston, South Carolina	MAERSK SKARSTIND	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:1-404-400-6125-- 1-4044006125	LG TW DAER SEOU 07336 32555
				LG CHEM AMERICA INC	LG CHEM LTD.	06/17/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 171395 IN ISO TANK SEAL NO.: 002389 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN
				CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	06/17/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 002987 IN ISO TANK SEAL NO.: 002961 IN ISO TANK	15 FOREST STREET CLOSTER CLOSTER US US	LG TW DAER YOUN
				LG CHEM AMERICA INC	LG CHEM LTD.	06/07/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM SAN DIEGO	South Korea	SEAL NO.: 164767 IN ISO TANK SEAL NO.: 126714 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN
				LG CHEM AMERICA INC	LG CHEM LTD.	05/22/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	NO MARKS AND NUMBERS NO MARKS AND NUMBERS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400-6101 EXT. 6114 TE RPASHAK@LGCHEM.COM	LG TW DAER SEOU 07336
				KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	05/22/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN: BETH KLINE/LINDA GARNER	LG TW DONG SEOU
				LG CHEM AMERICA INC	LG CHEM LTD.	05/18/2018	88000	40000	Pusan	Charleston, South Carolina	ZIM NINGBO	South Korea	SEAL NO.: 918278 IN ISO TANK SEAL NO.: 918299 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER YOUN
				LG CHEM AMERICA	LG CHEM, LTD.	05/16/2018	33230	15105	Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-4044006125	128, Y YEON REPU EX 82-

AKS, E	KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	05/15/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN BETH KLINE/LINDA GARNER	LG TM DONG SEO
10 ATE TE VH JING 100	LG CHEM AMERICA INC	LG CHEM LTD.	05/10/2018	88000	40000	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	SEAL NO.: 125338 IN ISO TANK SEAL NO.: 004216 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
	LG CHEM AMERICA INC	LG CHEM LTD.	05/10/2018	88184	40084	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	N/M N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:1-404-400-612 JENNYCHO1@LGCHEM.CO M 1-4044006125	LG TM DAER SEO 07336 32555
- G	LG CHEM AMERICA INC 3475	LG CHEM LTD. LG TWIN TOWERS,	05/10/2018	132277	60126	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	N/M N/M N/M	PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 1-4044006125	128, Y YOUN KORE 55320
	LG CHEM AMERICA INC	LG CHEM LTD.	05/04/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 925486 IN ISO TANK SEAL NO.: 925463 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
	LG CHEM AMERICA INC	LG CHEM LTD.	05/04/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 918952 IN ISO TANK SEAL NO.: 918994 IN ISO TANK SEAL NO.: 004785 IN ISO TANK SEAL NO.: 004792 IN ISO TANK SEAL NO.: 004785 IN ISO TANK SEAL NO.: 004794 IN ISO TANK SEAL NO.: 004790 IN	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
	LG CHEM AMERICA INC	LG CHEM LTD.	05/04/2018	264000	120000	Pusan	Charleston, South Carolina	MSC ROMA	South Korea		3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER YOUN
PO : 07AT 0.000	LG CHEM AMERICA	LG CHEM, LTD.	04/28/2018	33230	15105	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-4044006125	128, Y YEON REPU 55320
										SEAL NO.: 125796 IN	3475 PIEDMONT ROAD NE	

LG CHEM AMERICA INC	LG CHEM LTD.	04/28/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	SEAL NO.: 125775 IN ISO TANK SEAL NO.: 125775 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	04/26/2018	222200	101000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN : BETH KLINE/LINDA GARNER	LG TW DONG SEO
VOLVO CAR US OPERATIONS INC	LG CHEM	04/21/2018	26752	12160	Pusan	Charleston, South Carolina	E. R. TIANPING	South Korea	41050411607	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	20 YO YOUN TOWE
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004178 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 120 ATLANTA ATLANTA US US	128, Y DAER SEO
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004000 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	88000	40000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 123966 IN ISO TANK SEAL NO.: 918087 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
LG CHEM AMERICA, INC.,	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004576 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	128, Y DAER SEO
LG CHEM AMERICA, INC	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004597 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, ATLANTA, US US	128, Y DAER SEO
LG CHEM AMERICA,						Charleston, South			SEAL NO.: 004594 IN	3475 PIEDMONT RD. NE STE. 1200, ATLANTA	LG TW

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INC.,	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Carolina	PARSIFAL	South Korea	ISO TANK	ATLANTA US US	DAER
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	88000	40000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 931894 IN ISO TANK SEAL NO.: 931855 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	04/08/2018	44000	20000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 003990 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA, INC.	LG CHEM. LTD.	04/05/2018	35361	16073	Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	AS PER LABEL	3475 PIEDMONT ROAD, NESTE 1200, ATLANTA, GA 30305, USA 1-404-400- 6112XXX	20 YO YOUN TOWE KORE
LG CHEM AMERICA INC	LG CHEM LTD.	04/01/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 931295 IN ISO TANK SEAL NO.: 931278 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
LG CHEM AMERICA INC	LG CHEM LTD.	04/01/2018	88000	40000	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 931879 IN ISO TANK SEAL NO.: 931873 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
LG CHEM AMERICA INC	LG CHEM LTD.	04/01/2018	44000	20000	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 001389 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
LG CHEM AMERICA INC	LG CHEM LTD.	04/01/2018	88000	40000	Pusan	Charleston, South Carolina	ANNA MAERSK	South Korea	SEAL NO.: 931371 IN ISO TANK SEAL NO.: 931366 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
LG CHEM AMERICA, INC	LG CHEM, LTD.	03/26/2018	35361	16073	Pusan	Charleston, South Carolina	EVER LIFTING	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-404-400-6112	20 YO YOUN TOWE KORE

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	LG CHEM AMERICA INC	LG CHEM LTD.	03/08/2018	46200	21000	Pusan	Charleston, South Carolina	ZIM ROTTERDAM	South Korea	SEAL NO.: 123196 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
16889 IS	LG CHEM AMERICA INC	LG CHEM LTD.	03/05/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 121824 IN ISO TANK SEAL NO.: 123385 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
4028												20 YO YOUN
112	LG CHEM AMERICA,	LG CHEM, LTD.	03/02/2018	35361	16073	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-404-400-6112	TOWE KORE
	LG CHEM AMERICA INC	LG CHEM LTD.	02/26/2018	88000	40000	Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	SEAL NO.: 002982 IN ISO TANK SEAL NO.: 003692 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEO
	LG CHEM AMERICA INC	LG CHEM LTD.	02/20/2018	46200	21000	Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 120263 ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y YOUN SEO
	LG CHEM AMERICA INC	LG CHEM LTD.	02/20/2018	46200	21000	Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 100189 ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	28, YE DUNG
3/O : 3R												
	CHANNEL PRIME ALLIANCE	LG CHEM, LTD.	02/20/2018	48347	21976	Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	AS PER LABEL	1803 HULL AVE DES MOINES, IA 50313	128, Y YEON KOER
18303 LIC, 218, 3-	LG CHEM AMERICA, INC.	LG CHEM LTD.	02/20/2018	36960	16800	Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 RPASHAK LGCHEM.COM	LG TW DAER SEO 07336
16889 IS												

4028												3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-404-400-6112	20 YO YOUN TOWE KORE
112	LG CHEM AMERICA, INC	LG CHEM, LTD.	02/20/2018	35361	16073 Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	AS PER LABEL				
	LG CHEM AMERICA INC	LG CHEM LTD.	02/16/2018	88000	40000 Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	SEAL NO.: 100277 IN ISO TANK SEAL NO.: 001320 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOU		
P/O : ER DX	TO THE ORDER OF LG CHEM AMERICA, INC	LG CHEM, LTD.	02/16/2018	43386	19721 Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	128, Y YEON KORE 32555		
00	LG CHEM AMERICA, INC	LG CHEM, LTD.	02/06/2018	43296	19680 Pusan	Charleston, South Carolina	EVER LEADER	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, Y YEON KORE		
	LG CHEM AMERICA INC	LG CHEM LTD.	02/04/2018	88000	40000 Pusan	Charleston, South Carolina	ASKLIPIOS	South Korea	SEAL NO.: 122380 IN ISO TANKS SEAL NO.: 122379 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YEOU GU, S		
	LG CHEM AMERICA INC	LG CHEM LTD.	01/30/2018	88000	40000 Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 929373 IN ISO TANKS SEAL NO.: 926293 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y YOUN SEOU		
P/O : ABS	LG CHEM AMERICA, INC	LG CHEM, LTD.	01/30/2018	35435	16107 Pusan	Charleston, South Carolina	MSC ROMA	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 TEL:678-984-5714 1- 4044006125	20 YO YOUN TOWE KORE TEL E		
17914 J ATH	LG CHEM AMERICA INC	LG CHEM LTD.	01/27/2018	88000	40000 Pusan	Charleston, South Carolina	E R TIANPING	South Korea	SEAL NO.: 123182 IN ISO TANKS SEAL NO.: 123188 IN ISO TANKS 4501017114 CUSTOMER P/O _ 508904 PP H7914 58,800.000 KG	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOU		

	LG CHEM AMERICA, INC.	LG CHEM, LTD	01/26/2018	129877	59035 Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	SURRENDERED POLYPROPYLENE PIC_ HEATH WILLIAMS /	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA, 30305	LG TW DAER SEOU
	LG CHEM AMERICA INC	LG CHEM LTD.	01/25/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	SEAL NO.: 003998 IN ISO TANKS SEAL NO.: 003984 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YEOUN GU, S
500	TO THE ORDER OF LG CHEM AMERICA,	LG CHEM, LTD.	01/25/2018	43386	19721 Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	128, Y YEON KORE 32555
P/O : J 1 KG -	LG CHEM AMERICA, INC	LG CHEM, LTD.	01/15/2018	35435	16107 Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 TEL:678-984-5714 1-3106674852 TEL EX33	20 YO YOUN TOWE KORE TEL E
	LG CHEM AMERICA INC	LG CHEM LTD.	01/15/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	SEAL NO.: 100268 IN ISO TANKS SEAL NO.: 100266 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YEOUN GU, S
	LG CHEM AMERICA INC	LG CHEM LTD.	01/15/2018	88000	40000 Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	SEAL NO.: 004175 IN ISO TANKS SEAL NO.: 004184 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA GE	128, Y DAER SEOU
ST	LG CHEM AMERICA, INC.	LG CHEM, LTD.	01/14/2018	35435	16107 Ningpo	Charleston, South Carolina	KAETHE P	China	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE-1-4044006125	20 YO YOUN TOWE KORE EX 82-
16,000 K TEL	LG CHEM AMERICA, INC	LG CHEM, LTD	01/12/2018	43296	19680 Pusan	Charleston, South Carolina	MOL MANEUVER	South Korea	4501012737 CUSTOMER P/O _ 4501012737 SYNTHETIC RUBBER NBR 2875 35KG SR GREEN BOX 18,900.000 K G H.S CODE	2400 LAKEVIEW PKWY STE 580 ALPHARET 30009 USA	128, Y YEON
	LG CHEM AMERICA								SEAL NO.: 001340 IN ISO TANKS SEAL NO.	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA	128, Y

LG CHEM AMERICA INC	LG CHEM LTD.	01/08/2018	88000	40000 Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	ISO TANKS SEAL NO.: 001339 IN ISO TANKS	SUITE 1200 ATLANTA ATLANTA US US	DAER SEOU
LG CHEM AMERICA INC	LG CHEM LTD.	01/08/2018	88000	40000 Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 004395 IN ISO TANKS SEAL NO.: 004316 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y DAER SEOU
LG CHEM AMERICA, ESIN INC.	LG CHEM, LTD.	01/05/2018	70721	32146 Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	AS PER LABEL AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE	20 YO YOUN TOWE KORE
LG CHEM AMERICA, INC.	LG CHEM LTD.	12/29/2017	44000	20000 Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	SEAL NO.: 801693 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	YOUN KORE
LG CHEM AMERICA INC	LG CHEM LTD.	12/29/2017	88000	40000 Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	SEAL NO.: 004349 IN ISO TANKS SEAL NO.: 004331 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YOUN KORE
LG CHEM AMERICA, INC.	LG CHEM, LTD.	12/22/2017	141741	64428 Ningpo	Charleston, South Carolina	SAFMARINE MAKUTU	China	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE — 1-4044006125	20 YO YOUN TOWE KORE TEL E
LG CHEM AMERICA INC	LG CHEM LTD.	12/21/2017	88000	40000 Pusan	Charleston, South Carolina	MSC LISBON	South Korea	SEAL NO.: 031949 IN ISO TANKS SEAL NO.: 031945 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 118845 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 120596 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER

INC	LG CHEM LTD.	12/12/2017	46200	21000 Pusan	Carolina	STRALSUND	South Korea	ISO TANK	ATLANTA US US	DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 120569 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 118899 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	46200	21000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 118886 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	88000	40000 Pusan	Charleston, South Carolina	MAERSK STARLSUND	South Korea	SEAL NO.: 921764 IN ISO TANKS SEAL NO.: 119096 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
LG CHEM AMERICA INC	LG CHEM LTD.	12/12/2017	44000	20000 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	SEAL NO.: 926561 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TM DAER
P/O : ABS	LG CHEM AMERICA INC.	LG CHEM, LTD.	12/12/2017	35435	16107 Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	AS PER LABEL	20 YO YOUN TOWE KORE TEL E
NYPRO ASHEVILLE	LG CHEM POLAND SP ZOO	12/12/2017	45320	20600 Bremerhaven	Charleston, South Carolina	HS ROME	Germany	N/M	100 VISTA BLVD ARDEN NC 28704 US EM RHONDA.RUTH@NYPRO.COM	UL. LC PODG
CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	12/06/2017	44000	20000 Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	SEAL NO.: 121036 IN ISO TANK	CHEMBANK INTERNATIONAL, INC. CLOSTER, CLOSTER, US US	LG TM DAER

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LG CHEM AMERICA	LG CHEM, LTD.	12/01/2017	35435	16107	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714 1-4044006125	20 YO YOUN TOWE 32555
LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/30/2017	106084	48220	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE	20 YO YOUN TOWE KORE
KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	11/30/2017	222200	101000	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN: LG TW BETH KLINE/LINDA GARNER	DONG SEOU
LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/21/2017	106306	48321	Ningpo	Charleston, South Carolina	ALS CERES	China	AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 1-3106674852 TEL EX 33	20 YO YOUN TOWE 82-325
KAO SPECIALTIES AMERICAS LLC	LG CHEM, LTD.	11/16/2017	222200	101000	Pusan	Charleston, South Carolina	CONTI MAKALU	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN: LG TW BETH KLINE/LINDA GARNER	DONG SEOU
LG CHEM AMERICA INC	LG CHEM LTD.	11/14/2017	46200	21000	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	SEAL NO.: 120870 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	11/14/2017	46200	21000	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	SEAL NO.: 120887 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	11/14/2017	46200	21000	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	SEAL NO.: 120893 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER

3475 PIEDMONT RD. NE

218,										3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 DONGWON LEE(DWLEE1 LGCHEM.COM)	LG TW DAER SEO 07336
2627 LIC 3 HS 3985	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/14/2017	36960	16800 Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL		
14 —	LG CHEAM AMERICA INC	LG CHEM.LTD	11/14/2017	35499	16136 Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE.1200 ATLANTA GA30305 ATTN:SEA GUN LEE— 1-4044006125	20 YO DONG TWIN KORE TEL E
4 HS 14646	LG CHEM AMERICA	LG CHEM, LTD.	11/07/2017	35435	16107 Pusan	Charleston, South Carolina	MSC ROMA	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 TEL:678-984- 5714 1-4044006125	20 YO YOUN TOWE KORE EX 82-
ER,	LG CHEM, LTD	LG CHEM, LTD	11/07/2017	45804	20820 Pusan	Charleston, South Carolina	MSC ROMA	South Korea	AS PER LABEL	128, YEOUI- DAERO, YEONGDEUNGPO- GU, SEOUL KOREA	128, Y DAER SEO
21 JP 21H- 184-	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/01/2017	141741	64428 Ningpo	Charleston, South Carolina	KAETHE P	China	N/M N/M N/M N/M	3475 PIEDMONT RD. NE STE.1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE- — 1-4044006125	20 YO YOUN TOWE TEL E
	LG CHEM AMERICA INC	LG CHEM LTD.	10/27/2017	88000	40000 Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 219861 IN ISO TANKS SEAL NO.: 107386 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
	LG CHEM AMERICA INC	LG CHEM LTD.	10/27/2017	46200	21000 Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 219883 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
P/O : ABS	LG CHEM AMERICA	LG CHEM, LTD.	10/24/2017	35499	16136 Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714 1- 4044006125	20 YO YOUN TOWE KORE TEL E

LG CHEM AMERICA INC	LG CHEM LTD.	10/24/2017	88000	40000	Pusan	Charleston, South Carolina	ZIM DJIBOUTI	South Korea	SEAL NO.: 028014 IN ISO TANKS SEAL NO.: 028240 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/24/2017	46200	21000	Pusan	Charleston, South Carolina	ZIM DJIBOUTI	South Korea	SEAL NO.: 218650 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC.	LG CHEM, LTD.	10/24/2017	43881	19946	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA CONTACT : SAM PYUN	20 YO YOUN TOWE 150-07
LG CHEM AMERICA INC	LG CHEM LTD.	10/17/2017	46200	21000	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 927266,30636 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/17/2017	46200	21000	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 925166 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/17/2017	88000	40000	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	SEAL NO.: 120166 IN ISO TANKS SEAL NO.: 120192 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/11/2017	44000	20000	Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	SEAL NO.: 001815,1704211 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
NA V, SC KAO SPECIALTIES DM AMERICAS LLC	LG CHEM, LTD.	10/10/2017	222200	101000	Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	243 WOODBINE STREET HIGH POINT NC 27261 ATTN: BETH KLINE/LINDA GARNER	LG TW DONG SEO
									SEAL NO.: 134274 IN	3475 PIEDMONT ROAD NE	

LG CHEM AMERICA INC	LG CHEM LTD.	10/07/2017	88000	40000 Pusan	Charleston, South Carolina	ZIM SAN DIEGO	South Korea	ISO TANKS SEAL NO.: 132270 IN ISO TANKS	SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
LG CHEM AMERICA INC	LG CHEM LTD.	10/02/2017	88000	40000 Pusan	Charleston, South Carolina	ZIM ROTTERDAM	South Korea	SEAL NO.: 024893 IN ISO TANKS SEAL NO.: 024898 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
10 KG LG CHEM AMERICA, INC.	LG CHEM, LTD.	09/28/2017	106306	48321 Ningpo	Charleston, South Carolina	MAERSK GATESHEAD	China	AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD.NE STE.1200 ATLANTA, GA 30305 ATTN: SEA GUN LEE --- 1-4044006125	20 YO YOUN TOWE KORE TEL E
LG CHEM AMERICA INC	LG CHEM, LTD.	09/23/2017	88000	40000 Pusan	Charleston, South Carolina	ZIM NINGBO	South Korea	SEAL NO.: 218693,30531 IN ISO TANKS SEAL NO.: 218627 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y YEON SEO
LG CHEM AMERICA INC	LG CHEM, LTD.	09/20/2017	88000	40000 Pusan	Charleston, South Carolina	ARISTOMENIS	South Korea	SEAL NO.: 107296 ISO TANKS SEAL NO.: 924881 ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, Y YEON SEO
IMER - R401- INC.	LG CHEM, LTD.	09/09/2017	35424	16102 Pusan	Charleston, South Carolina	EVER LEGION	South Korea	AS PER LABEL	3475 PIEDMONT RD.NE STE.1200 ATLANTA, GA 30305 ATTN SEA GUN LEE	20 YO YOUN TOWE KORE
LG CHEM AMERICA INC	LG CHEM LTD.	09/03/2017	88000	40000 Pusan	Charleston, South Carolina	HYUNDAI MERCURY	South Korea	SEAL NO.: 924895 IN ISO TANKS SEAL NO.: 924882 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
NP 5714	LG CHEM LTD	08/28/2017	70870	32214 Pusan	Charleston, South Carolina	CONTI MAKALU	South Korea	AS PER LABEL AS PER LABEL	3475 PIEDMONT RD.NE STE.1200ATLANTA, GA 30305 ATTN: SEA GUN LEE 1-4044006125	20 YO YOUN TOWE TEL E
LG CHEM AMERICA,					Charleston, South				3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE	LG TW DAER SEO

INC.,	LG CHEM LTD.	08/19/2017	53572	24351 Pusan	Carolina	E. R. TIANPING	South Korea	IN ISO TANK	TEL : 404-400-6125	07336
LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/11/2017	107144	48702 Pusan	Charleston, South Carolina	PARSIFAL	South Korea	IN ISO TANKS IN ISO TANKS	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE TEL : 404-400-6125	LG TW DAER SEOU 07336
P-O 5714,	LG CHEM AMERICA, INC.	08/06/2017	70721	32146 Pusan	Charleston, South Carolina	EVER LUCID	South Korea	MARKS AND NUMBERS WITH CONTAINER APZU390761 AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 ATTN SEA GUN LEE	20 YO YOUN TOWE KORE
LG CHEM AMERICA, INC.,	LG CHEM LTD.	08/03/2017	107144	48702 Pusan	Charleston, South Carolina	ZIM DJIBOUTI	South Korea	IN ISO TANKS IN ISO TANKS	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE TEL : 404-400-6125	LG TW DAER SEOU 07336
IE 1, -3 P/O :	LG CHEM AMERICA, INC.,	08/01/2017	88184	40084 Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE, TEL : 404-400-612 1-4044006125	LG TW DAER SEOU 07336 32555
17914 NE 3329	LG CHEM AMERICA, INC., 910 SYLVAN	07/26/2017	129877	59035 Pusan	Charleston, South Carolina	MOL MISSION	South Korea	4500955392 CUSTOMER P/O 507459 PP H7914 58,800.000 KG POLYPROPYLENE H.S CODE 3902100000 910 SYLVAN AVE., ENGLEWOOD CLIFFS N		LG TW DAER SEOU
5087	LG CHEM AMERICA	07/25/2017	35361	16073 Pusan	Charleston, South Carolina	ATHOS	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714	20 YO YOUN TOWE KORE
9 734	LG CHEM AMERICA, INC.,	07/25/2017	88184	40084 Pusan	Charleston, South Carolina	ATHOS	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 32555
INC	LG CHEM LTD.	07/18/2017	44000	20000 Pusan	Charleston, South Carolina	MSC LISBON	South Korea	SEAL NO.: 133586 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YOUN KORE

9 738	LG CHEM AMERICA, INC.,	LG CHEM LTD.	07/18/2017	44092	20042	Pusan	Charleston, South Carolina	MSC LISBON	South Korea	MARK & NO. IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 32555
9 739	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	07/11/2017	35361	16073	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714	20 YO YOUN TOWE KORE
9 738	LG CHEM AMERICA, INC.,	LG CHEM LTD.	07/11/2017	88184	40084	Pusan	Charleston, South Carolina	MAERSK STRALSUND	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 32555
9 738	LG CHEM AMERICA, INC.,	LG CHEM LTD.	07/06/2017	88184	40084	Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 32555
9 739	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	06/28/2017	35361	16073	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714	20 YO YOUN TOWE KORE
9 739	LG CHEM AMERICA, INC.,	LG CHEM LTD.	06/28/2017	88184	40084	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 23773
9 740	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	06/28/2017	35435	16107	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA ATTN: SEA GUN LEE— 1-4044006125	20 YO YOUN TOWE KORE TEL E
9 740	LG CHEM AMERICA, INC.,	LG CHEM LTD.	06/28/2017	88184	40084	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	N/M N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1-4044006125	LG TW DAER SEOU 07336 32555

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P/O :

ABS LG CHEM AMERICA,
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LG CHEM, LTD.

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LG CHEM AMERICA
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LG CHEM LTD.

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3475 PIEDMONT ROAD NE LG TW
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	LG CHEM AMERICA INC	LG CHEM LTD.	04/29/2017	44000	20000	Pusan	Charleston, South Carolina	MOL MODERN	South Korea	N/M	SUITE 1200 ATLANTA GA, 30305 TEL 404-400-6125 EMAIL ESTHERLE@LGCHEM.COM	LG T DAEI SEO 0733
2 00 G-SHI 40, VEN 322948	LG CHEM AMERICA, INC.	LG CHEM, LTD.	04/27/2017	35435	16107	Pusan	Charleston, South Carolina	SAFMARINE MAKUTU	South Korea	AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA ATTN: SEA GUN LEE - 1-4044006125	20 Y DON TWIN KORI EX 8
	LG CHEM AMERICA, INC	LG CHEM, LTD.	04/12/2017	35361	16073	Pusan	Charleston, South Carolina	MOL MAXIM	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 TEL: 678-984-5714	20 Y YOU TOW KORI
1-OP 121H- 75412 , 20 121 11	LG CHEM AMERICA, INC.	LG CHEM, LTD.	04/05/2017	35499	16136	Pusan	Charleston, South Carolina	KAETHE P	South Korea	AS PER LABEL FOR PER LABEL TO HQX3 CONTAINER ONLY. . . AS PER LABEL 40 HQX3 CONT AINER ONLY. . . AS PER LABEL 40 HQX3 CONTAINER ONLY.	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305 AUN: SEA GUN LEE - - 1-4044006125	20 Y YOU TOW KORI TEL I
. . 84 PP OMER OF P.O II, -3 R P/O :	FITESA SIMPSONVILLE INC	LG CHEM, LTD.	03/28/2017	129875	59034	Pusan	Charleston, South Carolina	GRASMERE MAERSK	South Korea		840 SE MAIN ST SIMPSONVILLE, SC 29681 US	128, YEO 0733
IDE:2 6, ER ATE,	LG CHEM AMERICA, INC.,	LG CHEM LTD.	03/28/2017	44092	20042	Pusan	Charleston, South Carolina	GRASMERE MAERSK	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE, TEL : 404-400-612 1-4044006125	LG T DAEI SEO 0733 3255
IDE 90 7 ZED	LG CHEM AMERICA, INC.,	LG CHEM LTD.	03/28/2017	44092	20042	Pusan	Charleston, South Carolina	GRASMERE MAERSK	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LE 1- 4044006125	LG T DAEI SEO 0733 2757
291612 WT GS	LG CHEM AMERICA INC	LG CHEM LTD.	03/17/2017	44000	20000	Pusan	Charleston, South Carolina	MOL MATRIX	South Korea	N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TE 404-400-6125 EMAIL ESTHERLE@LGCHEM.COM	LG T DAEI SEO 0733

LG CHEM AMERICA INC	LG CHEM LTD.	03/14/2017	46200	21000	Pusan	Charleston, South Carolina	SEA LAND METEOR	South Korea	SEAL NO.: 134957 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	03/14/2017	44092	20042	Pusan	Charleston, South Carolina	SEA LAND METEOR	South Korea	N/M	15 FOREST STREET CLOSTER, NJ 07624 1- 7326750773	LG TW DAER SEOUL 07336 32555
LG CHEM AMERICA INC	LG CHEM LTD.	03/14/2017	44092	20042	Pusan	Charleston, South Carolina	SEA LAND METEOR	South Korea	IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA,30305 TEL: 404-400- 6125, EMAIL:ESTHERLE@L 1-4044006125	LG TW DAER SEOUL 07336 32555
LG CHEM AMERICA INC	LG CHEM LTD.	03/14/2017	44092	20042	Pusan	Charleston, South Carolina	SEA LAND METEOR	South Korea	IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 AT 30305 TEL: 404-400-6125, EMAIL:ESTHERLE@LGCHE M.COM 1-4044006125	LG TW DAER SEOUL 07336 32555
CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	03/14/2017	44092	20042	Pusan	Charleston, South Carolina	SEA LAND METEOR	South Korea	N/M	15 FOREST STREET CLOSTER, NJ 07624 1- 7326750773	LG TW DAER SEOUL 07336 32555
LG CHEM AMERICA INC	LG CHEM LTD.	03/12/2017	46200	21000	Pusan	Charleston, South Carolina	MOL MISSION	South Korea	SEAL NO.: 113676 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TW DAER
CHEMBANK INTERNATIONAL, INC.	LG CHEM LTD.	03/09/2017	44000	20000	Pusan	Charleston, South Carolina	COSCO NINGBO	South Korea	SECOND SEAL NO: 117052/117070 IN ISO TANK	15 FOREST STREET,BERGEN,NEW JERSEY, UNITED STATES, CLOSTER NJ, UNITED S TATES - - TELEX POSTAL: 07624	LG TW DAER GU,SE UL, S POST,
LG CHEM AMERICA INC	LG CHEM LTD.	02/24/2017	44000	20000	Pusan	Charleston, South Carolina	HENRY HUDSON BRIDGE	South Korea	NO MARKS	3475 PIEDMONT ROAD NE SUITE 1200 AT LANTA GA, UNITED STATES POSTAL:303 05	LG TW DAER SEOUL POST,
LG CHEM AMERICA						Charleston, South Carolina	COSCO			3475 PIEDMONT ROAD NE SUITE 1200 AT LANTA GA, 30305 ATLANTA GA, UNITED STATES 404 400	LG TW DAER

LG CHEM AMERICA INC	LG CHEM LTD.	02/16/2017	44000	20000	Pusan	Charleston, South Carolina	COSCO GUANGZHOU	South Korea	NO MARKS	UNITED STATES 404-400- 6125 POSTAL:30305	DAEF KORE
LG CHEM AMERICA, INC.,	LG CHEM LTD.	02/12/2017	46200	21000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA GA, UNITED STATES POSTAL:30 305	LG TI DAEF SEOI OSTA
LG CHEM AMERICA, INC.,	LG CHEM LTD.	02/12/2017	46200	21000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA GA, UNITED STATES POSTAL:30 305	LG TI DAEF SEOI OSTA
LG CHEM AMERICA, INC.,	LG CHEM LTD.	02/12/2017	46200	21000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA GA, UNITED STATES POSTAL:30 305	LG TI DAEF SEOI POST
LG CHEM AMERICA, INC.,	LG CHEM LTD.	02/12/2017	46200	21000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA GA, UNITED STATES POSTAL:30 305	LG TI DAEF SEOI POST
LG CHEM AMERICA INC	LG CHEM LTD.	02/12/2017	44000	20000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	NO MARKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, UNITED STATES 4044006125 POSTAL:30354	LG TI DAEF SEOI POST
... 84 FITESA ... PO ... 897383 ...)	LG CHEM, LTD.	02/11/2017	129875	59034	Pusan	Charleston, South Carolina	MOL MAJESTY	South Korea	AS PER LABEL 40 HQX3 CONTAINER ONLY. ... AS PER LABEL 40 HQX3 CONT AINER ONLY. ... AS PER LABEL 40 HQX3 CONTAINER ONLY.	840 SE MAIN ST SIMPSONVILLE, SC 29681 US	128, ' YEOI 07336
... BER, ... TI- ... JH ... KA ... 16-12 - ... ME ...)	LG CHEM, LTD	02/10/2017	45804	20820	Pusan	Charleston, South Carolina	MOL MAJESTY	South Korea	AS PER LABEL ... PARTY 2 LG CHEM AMERICA INC 3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400- 6125	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, ' DAEF SEOI
LG CHEM AMERICA INC	LG CHEM LTD	01/19/2017	44000	20000	Pusan	Charleston, South Carolina	MAERSK LITAH	South Korea	AS PER LABEL 40 HQX3 CONTAINER ONLY. ... AS PER LABEL 40 HQX3 CONT AINER ONLY. ... AS PER LABEL 40 HQX3 CONTAINER ONLY.	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400-6125, 1- 800-400-6125	LG TI DAEF SEOI 07336 32556

14308	INC	LG CHEM LTD.	01/13/2017	44092	20042 Pusan	Carolina	MOLNOR OTAT	South Korea	0120,	9044000120	32555
1018 3 IL -	LG CHEM AMERICA,	LG CHEM, LTD	01/16/2017	45804	20820 Pusan	Charleston, South Carolina	MOL MOTIVATOR	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, Y DAER SEO
1018 3 IL -	LG CHEM AMERICA,	LG CHEM, LTD	01/16/2017	45804	20820 Pusan	Charleston, South Carolina	MOL MOTIVATOR	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, Y DAER SEO
1000 IC	LG CHEM AMERICA INC	LG CHEM LTD.	12/21/2016	46297	21044 Pusan	Charleston, South Carolina	SEA LAND MERCURY	South Korea	IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL: 404-400-6125 1- 0000000000	LG TW DAER SEO 07336 32555
8(3) N	LG CHEM AMERICA INC	LG CHEM LTD.	12/21/2016	46297	21044 Pusan	Charleston, South Carolina	SEA LAND MERCURY	South Korea	N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL: 404-400-6125 1- 0000000000	LG TW DAER SEO 07336 32555
1.000	LG CHEM AMERICA INC	LG CHEM LTD.	12/21/2016	44092	20042 Pusan	Charleston, South Carolina	SEA LAND MERCURY	South Korea	IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL: 404-400-6125 1- 0000000000	LG TW DAER SEO 07336 32555

EXHIBIT

3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF FLORENCE	)	TWELFTH JUDICIAL CIRCUIT
	)	
RANEE MICHELLE MOORE,	)	CIVIL ACTION NO. 2018-CP-21-02884
	)	
Plaintiff,	)	
	)	
v.	)	ORDER DENYING LG CHEM,
	)	AMERICA, INC.'S, MOTION TO
	)	DISMISS
PLANET VAPOR, INC., LG CHEM,	)	
<u>LTD., and LG CHEM AMERICA, INC.</u>	)	

This matter came before the Court for a hearing on April 2, 2019, on Defendant LG Chem America, Inc.'s ("LGA") motion to dismiss for lack of personal jurisdiction. After reviewing the parties' submissions and hearing argument of counsel, the Court denies LGA's motion for the reasons stated below.

FACTS AND PROCEDURAL HISTORY

This is a product liability action involving an allegedly defective lithium ion battery used for an e-cigarette device. Plaintiff, a South Carolina citizen, alleges that on March 9, 2016, the battery, while in her pants pocket, exploded and burst into flames, causing severe burn injuries. The injuries occurred in Florence, South Carolina. Defendant Planet Vapor, Inc., is a retail store in Columbia, South Carolina, that sold the battery and e-cigarette device to Plaintiff. (Cmplt. ¶ 2). Defendant LGA, a Delaware corporation, and Defendant LG Chem, Ltd., ("LG"), a South Korean corporation, allegedly designed, manufactured, imported, and sold the battery. *Id.* at ¶¶ 3-6.

On October 31, 2018, Plaintiff filed this action in Florence County, South Carolina. The Complaint asserts causes of action for negligence, strict liability, and breach of warranty against all Defendants. As to LGA, Plaintiff alleges LGA has "continuing contacts with South Carolina by transacting substantial business in this state and manufacturing, distributing, and/or selling

goods with the reasonable expectation that they will be used in this state and which are in fact used in this state.” (Cmpl. ¶ 7).

On December 21, 2018, LGA filed a motion to dismiss for lack of personal jurisdiction, along with an affidavit of HyunSoo Kim, an LGA Compliance Manager. Mr. Kim states, *inter alia*, that LGA is incorporated in Delaware with its principal place of business in Georgia. (Aff. ¶3). It does not own or rent property in South Carolina. *Id.* at ¶ 5. In 2017, LGA generated 1.27% of its revenue in South Carolina. *Id.* at ¶ 7. Mr. Kim attests that LGA did not design, manufacture, import or sell a lithium-ion battery in South Carolina. *Id.* at ¶ 8.

On April 2, 2019, Plaintiff filed a memorandum in opposition to the motion to dismiss, along with a South Carolina Certificate of Authority for LGA and hundreds of import records for the Port of Charleston. On September 15, 2010, LGA obtained a Certificate of Authority from the South Carolina Secretary of State that authorizes it to transact business in South Carolina. (Exh. 2). LGA maintains a registered agent in Columbia, South Carolina. *Id.* The import records show that from December 2016 to February 2019, LGA received as consignee approximately 244 product shipments from LG to the Port of Charleston in South Carolina. (Exh. 3). LGA is a wholly-owned subsidiary of LG, and LGA’s business activities for LG are “sales and trading” of its products within the United States.¹

STANDARD

“The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case. The decision of the trial court should be affirmed unless unsupported by the evidence or influenced by an error of law.” *Moosally v. W.W. Norton &*

¹ See LG Chem, Ltd. and Subsidiaries, *Consolidated Interim Financial Statements*, June 30, 2018 and 2017, http://www.lgchem.com/upload/file/audit-report/2018_2Q_ConFS_ENG.pdf at p. 10.

Co., 358 S.C. 320, 327, 594 S.E.2d 878, 882 (Ct. App. 2004) (internal citation omitted). When addressing a motion to dismiss for lack of personal jurisdiction, “‘Courts will take as true the allegations of the nonmoving party and resolve all factual disputes in its favor.’ This includes any factual disputes brought up by submitted affidavits.” *Brown v. Investment Mgmt. & Research*, 323 S.C. 395, 399, 475 S.E.2d 754, 756 (1996) (quoting 5A Charles A. Wright & Arthur R. Miller, *Federal Practice and Procedure* § 1351 (Supp. 1995)).

ANALYSIS

Taking as true all allegations of Plaintiff and resolving all factual disputes in her favor, the Court finds there are sufficient minimum contacts between LGA and South Carolina to support exercising specific personal jurisdiction² over LGA.

“Specific jurisdiction over a cause of action arising from a defendant’s contacts with the state is granted pursuant to the long arm statute.” *Id.* at 491, 611 S.E.2d at 508 (citing S.C. Code Ann. § 36-2-803 (2003)). “South Carolina’s long-arm statute . . . has been construed to extend to the outer limits of the due process clause.” *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005). Therefore, “the sole question becomes whether the exercise of personal jurisdiction would violate due process.” *Id.*

“Due process requires that there exist minimum contacts between the defendant and the forum state such that maintenance of the suit does not offend traditional notions of fair play and substantial justice.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. “[D]ue process mandates that the defendant possess sufficient minimum contacts with the forum state, so that he could reasonably anticipate being haled into court there.” *Id.* at 491-92, 611 S.E.2d at 508. This is the “‘stream of commerce’ theory” used by South Carolina courts. *State v. NV Sumatra Tobacco*

² Plaintiff did not dispute LGA’s argument as to general jurisdiction.

Trading, Co., 379 S.C. 81, 89, 89 n.5, 666 S.E.2d 218, 222, 222 n.5 (2008) (“declin[ing] to embrace the ‘stream of commerce plus’ theory”).³ “It is essential in each case that there be some act by which the defendant purposefully avails itself of the privilege of conducting activities within the forum state, thus invoking the benefits and protections of its laws.” *Moosally v. W.W. Norton & Co.*, 358 S.C. 320, 332, 594 S.E.2d 878, 884 (Ct. App. 2004).

“The court must also find that the exercise of jurisdiction is reasonable or fair.” *Cockrell*, 363 S.C. at 492, 611 S.E.2d at 508 (internal quotation marks omitted). “Under the fairness prong, the court must consider: (1) the duration of the activity of the nonresident within the state; (2) the character and circumstances of the commission of the nonresident’s acts; (3) the inconvenience resulting to the parties by conferring or refusing to confer jurisdiction over the nonresident; and (4) the State’s interest in exercising jurisdiction.” *Id.*

Initially, the Court finds Plaintiff proves personal jurisdiction based on the pretrial stage pleadings. “At the pretrial stage, the burden of proving personal jurisdiction over a nonresident is met by a prima facie showing of jurisdiction either in the complaint or in affidavits.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. “There is no ‘other evidence’ requirement for personal jurisdiction where the complaint itself demonstrates jurisdiction.” *Mid-State Distribs. v. Century Imps.*, 310 S.C. 330, 332, 426 S.E.2d 777, 779 (1993). Plaintiff alleges in the Complaint that LGA has “continuing contacts with South Carolina by transacting substantial business in this state and manufacturing, distributing, and/or selling goods with the reasonable expectation that they will be used in this state and which are in fact used in this state.” (Cmplt. ¶ 7). This demonstrates specific personal jurisdiction under the long-arm statute and due process analysis by asserting sufficient

³ See also *Sheppard v. Mercedes-Benz USA, LLC*, C/A No. 2010-CP-38-1558 (Nov. 15, 2012), p. 7 (affirming South Carolina’s use of the stream of commerce theory pursuant to *Sumatra Tobacco*).

minimum contacts and the fairness and expectation of being haled into court in South Carolina under the stream of commerce theory.

Alternatively, the Court also finds that, based on the additional evidence submitted, Plaintiff demonstrates specific personal jurisdiction. LGA possesses sufficient minimum contacts with South Carolina so that it should reasonably anticipate being haled into court here.

Under South Carolina's long-arm statute,

A court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person's: (1) transacting any business in this State; (2) contracting to supply services or things in the State; . . . (4) causing tortious injury or death in this State by an act or omission outside this State if he regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this State.

S.C. Code Ann. § 36-2-803(A). LGA has a presence in South Carolina in the form of being registered to transact business here, having a registered process agent here, continuously and regularly using a State port to conduct its business activities, and deriving revenue from South Carolina. Plaintiff points to LGA's Certificate of Authority to transact business as evidence that supports the exercise of personal jurisdiction. The Court agrees. Section 33-15-101 of the South Carolina Code lists 13 categories of activities that are **not** considered transacting business in South Carolina. S.C. Code Ann. § 33-15-101. LGA's decision to obtain a Certificate of Authority demonstrates that its activities in South Carolina are more substantial than those listed in § 33-15-101. Further, by obtaining a Certificate of Authority, LGA agreed at a minimum to the jurisdiction of the South Carolina Department of Revenue and our Courts to determine its South Carolina tax liability. S.C. Code Ann. § 33-15-105(d). Along with the evidence of LGA's activities and conduct discussed below, this satisfies the minimum contacts analysis.

Plaintiff submitted an exhibit showing approximately 244 product shipments from LG to LGA as consignee through the Port of Charleston, South Carolina, from December 2016 to

February 2019. This is ample evidence that LGA transacted business in South Carolina; contracted to supply things in South Carolina; and caused injury in South Carolina when it regularly does or solicits business, or engages in a persistent course of conduct, or derives substantial revenue from goods used or consumed in South Carolina. *See* S.C. Code Ann. § 36-5-803(A); *Moosally*, 358 S.C. at 336, 594 S.E.2d at 886 (“W.W. Norton’s continual practice of marketing and distributing books in South Carolina satisfies the power prong of the due process analysis.”); *Catalana v. Carnival Cruise Lines, Inc.*, 618 F. Supp. 18, 22 (D. Md. 1984) (“By using the port of Baltimore as a site for regularly scheduling cruises, Carnival has purposefully availed itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws.”). LGA participated in the economic markets of this state and derived revenue from this state. Therefore, the minimum contacts prong is satisfied.

LGA lists in its memorandum and in Mr. Kim’s affidavit various products it sells and distributes, but specifically omits lithium-ion batteries from the list. The Court rejects this assertion because another court already found that “LGCAI is responsible for marketing LGC petrochemicals, information and electronic materials, and *batteries* to customers in the United States.” *Celgard, LLC v. LG Chem, Ltd.*, 2015 U.S. Dist. LEXIS 66600, *74, 2015 WL 2412467 (W.D.N.C. May 21, 2015) (emphasis added). Therefore, it should come as no surprise to LGA that the subject battery ended up in South Carolina and injured a South Carolina citizen.

The exercise of personal jurisdiction is also reasonable and fair. First, LGA has conducted activities in South Carolina for a sufficient duration. It obtained a Certificate of Authority to transact business in South Carolina over eight years ago and the import records show its use of the Port for over three years. Second, the character and circumstances of the commission of LGA’s acts support exercising personal jurisdiction. It consistently and repeatedly uses the Port of

Charleston and receives products directly to South Carolina. Third, there is no inconvenience to the parties by conferring jurisdiction over LGA. It is a U.S. corporation with a Certificate of Authority and registered agent in South Carolina. Fourth, and finally, South Carolina has an interest in exercising jurisdiction over LGA. “South Carolina has an interest in providing redress for its citizens.” *Cribb v. Spatholt*, 382 S.C. 490, 504, 676 S.E.2d 714, 721 (Ct. App. 2009) (citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 473 (1985) (“A State generally has a ‘manifest interest’ in providing its residents with a convenient forum for redressing injuries inflicted by out-of-state actors.”)). The Court has specific personal jurisdiction over LGA.

CONCLUSION

For the reasons stated above, the Court denies Defendant LG Chem America, Inc.’s motion.

AND IT IS SO ORDERED.

Dated: _____
Florence, South Carolina

Michael G. Nettles
Circuit Court Judge



Florence Common Pleas

Case Caption: Ranee Machel Moore , plaintiff, et al VS Planet Vapor Inc ,
defendant, et al
Case Number: 2018CP2102884
Type: Order/Other

So Ordered

s/ The Honorable Michael G. Nettles #2140

Electronically signed on 2019-04-30 11:09:26 page 8 of 8

EXHIBIT

4

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF AIKEN	)	CIVIL ACTION NO. : 2018-CP-0201518
	)	
JOSHUA HOLTZENDORFF,	)	
	)	
Plaintiff,	)	[PROPOSED] ORDER DENYING
	)	LG CHEM, LTD.'S MOTION TO
vs.	)	DISMISS FOR LACK OF PERSONAL
	)	JURISDICTION
VAPOR TEK USA, LLC, and LG CHEM	)	
LTD.	)	
	)	
Defendants.	)	
_____	)	

Defendant LG Chem, Ltd.'s motion to dismiss for lack of personal jurisdiction, pursuant to South Carolina Rule of Procedure 12(b)(2), came before the Court for a hearing on February 3, 2020. After considering the pleadings, the evidence submitted by both parties, and the arguments of counsel, the Court denies LG Chem, Ltd.'s motion to dismiss. Defendant LG Chem, Ltd. shall file and serve its answer within 15 days of service of this order.

AND IT IS SO ORDERED.

Dated: _____
Aiken, South Carolina

Hon. Courtney Clyburn Pope
Circuit Court Judge



Aiken Common Pleas

Case Caption: Joshua Holtzendorff VS Vapor Tek Usa Llc , defendant, et al
Case Number: 2019CP0201518
Type: Order/Form 4

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2020-05-06 12:01:14 page 2 of 2

ELECTRONICALLY FILED - 2020 May 06 12:06 PM - AIKEN - COMMON PLEAS - CASE#2019CP0201518

EXHIBIT

5

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	FOURTEENTH JUDICIAL CIRCUIT
	)	
ERIC "CHASE" WILLIAMSON,	)	CIVIL ACTION NO. 2019-CP-07-02270
	)	
Plaintiff,	)	
	)	
v.	)	ORDER DENYING LG CHEM
	)	AMERICA, INC.'S, MOTION TO
	)	DISMISS FOR LACK OF PERSONAL
	)	JURISDICTION
PIRATES COVE VAPOR LOUNGE, LLC;	)	
LG CHEM, LTD.; LG CHEM AMERICA,	)	
INC.; & D&A DISTRIBUTION, LLC	)	
D/B/A STRICTLY E-CIG	)	
	)	

This matter came before the Court for a videoconference hearing on May 28, 2020, on Defendant LG Chem America, Inc.'s ("LGCAI") motion to dismiss for lack of personal jurisdiction. Present before the Court via videoconference was Harris Yegelwel for the Plaintiff, and Rachel Hedley for Defendant, LGCAI. After reviewing the parties' submissions and hearing arguments of counsel, the Court denies LG Chem America, Inc.'s motion with prejudice, for the reasons stated below.

FACTS AND PROCEDURAL HISTORY

On October 19, 2019, Plaintiff filed this action in Beaufort County, South Carolina. This is a products liability matter involving an allegedly defective lithium-ion battery, described by Plaintiff as an "LG HG2 18650 battery" and the "subject battery." (Am. Compl. Intro, and ¶¶ 25, 27-29). Plaintiff, Eric Chase Williamson, a South Carolina citizen, alleges that an LG HG2 18650 battery exploded, causing him serious burn injuries in Beaufort County, South Carolina. (*Id.*, Jurisdiction and ¶¶ 26-35). Plaintiff alleges that he purchased the subject battery from a vaping retail store called Pirates Cove Vapor Lounge located in Beaufort, South Carolina. (*Id.*, ¶¶ 5, 10, 25).

With respect to LG Chem America, Inc., Plaintiff alleges that all Defendants, including LG Chem America, Inc., “regularly conduct business in South Carolina and have continuing contacts with South Carolina by transacting substantial business in the state and manufacturing, distributing, and/or selling goods with the reasonable expectation that they will be purchased and/or used in South Carolina. (Am. Compl. Jurisdiction). Plaintiff also alleges that LG Chem America, Inc., manufactured, designed, tested, marketed, sold, and distributed the 18650 battery at issue. (*Id.*, ¶¶ 3-4). Plaintiff further alleges that Defendant LG Chem America, Inc., markets, distributes, and sells LG branded 18650 batteries throughout the United States, including in the state of South Carolina, and regularly transacts, does, or solicits business in the State of South Carolina. (*Id.*, ¶¶ 17-24). Moreover, Plaintiff asserts that his claims arise out of alleged acts, omissions, and business transactions occurring in Beaufort, South Carolina. (*Id.* Jurisdiction).

On March 31, 2020 LG Chem America, Inc., filed a motion to dismiss for lack of personal jurisdiction, along with an affidavit of Hyunsoo Kim, LG Chem America, Inc.’s “compliance manager and authorized representative.” (Ex. 1 ¶ 2). Via his affidavit, Mr. Kim made several assertions “in support of [LG Chem America, Inc.]’s Motion to Dismiss.” (*Id.*). Specifically, Mr. Kim has asserted, *inter alia*, that LG Chem America, Inc. is a Delaware company with its principal place of business in the State of Georgia; that it does not own or rent property in this state; that it does not distribute, advertise, or sell any lithium-ion cell for use by individual consumers; and that it does not have a relationship with Pirate’s Cove Vapor Lounge or D&A Distribution LLC related to the distribution or sale of LG-branded 18650 lithium-ion batteries for any purpose. (*Id.*, ¶ 5-6, 13-14).

Subsequently, on May 26, 2020, LG Chem America, Inc., submitted a memorandum in support of its motion. Plaintiff filed a memorandum response in opposition to the motion to

dismiss, along with an affidavit of one of his attorneys, Harris I. Yegelwel, Esq., to properly authenticate several exhibits rebutting Mr. Kim's affidavit.

On September 15, 2010, LG Chem America, Inc. obtained a Certificate of Authority from the South Carolina Secretary of State that authorizes it to transact business in South Carolina, where it has maintained a registered agent in Columbia, South Carolina. (Ex. 5). Import records show that LG Chem America, Inc. has been utilizing the ports of Charleston as early as 2006 and that through December 2016 to February 2019 alone, LG Chem America, Inc. consigned approximately 244 product shipments from LG Chem, Ltd. to the Port of Charleston in South Carolina. (Ex. 6). The shipping records related to Defendant LG Chem America, Inc.'s distribution of goods to and through South Carolina (Exs. 6-7), is consistent with representations by LG Chem, Ltd. that LG Chem America, Inc. is the "sales and trading" arm of LG Chem, Ltd. (Ex. 2).

Furthermore, LG Chem America, Inc. has been found subject to specific personal jurisdiction in South Carolina in a substantially similar case, where a plaintiff asserted products liability claims against LG Chem America, Inc. related to LG HG2 18650 batteries and where the Court rejected the same arguments set forth by LG Chem America, Inc. (Ex. 9).

STANDARD

"The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case. *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005). "The decision of the trial court should be affirmed unless unsupported by the evidence or influenced by an error of law." *Moosally v. W.W. Norton & Co.*, 358 S.C. 320, 327, 594 S.E.2d 878, 882 (Ct. App. 2004) (internal citation omitted). "A prima facie showing of personal jurisdiction can be made through factual allegations in the complaint or through affidavits that establish a basis for the court to assert jurisdiction over an out-of state-

defendant.” *Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 151, 723 S.E.2d 835, 839 (Ct. App. 2012) (citing *S. Plastics Co. v. S. Commerce Bank*, 310 S.C. 256, 259, 423 S.E.2d 128, 130 (1992)). When addressing a motion to dismiss for lack of personal jurisdiction, “[c]ourts will take as true the allegations of the nonmoving party and resolve all factual disputes in its favor.’ This includes any factual disputes brought up by submitted affidavits.” *Brown v. Investment Mgmt. & Research*, 323 S.C. 395, 399, 475 S.E.2d 754, 756 (1996) (quoting 5A Charles A. Wright & Arthur R. Miller, *Federal Practice and Procedure* § 1351 (Supp. 1995)).

ANALYSIS

Taking all of Plaintiff’s allegations as true, resolving all factual disputes in his favor, and drawing all reasonable inferences in his favor from the evidence submitted, the Court finds there are sufficient minimum contacts between Defendant LG Chem America, Inc., and South Carolina, to support exercising specific¹ personal jurisdiction over LG Chem America, Inc.

“Specific jurisdiction over a cause of action arising from a defendant’s contacts with the state is granted pursuant to the long arm statute.” *Cockrell*, 363 S.C. at 491, (citing S.C. Code Ann. § 36-2-803 (2003)).² “South Carolina’s long-arm statute . . . has been construed to extend to the outer limits of the due process clause.” *Id.* Therefore, “the sole question becomes whether the exercise of personal jurisdiction would violate due process.” *Id.*

¹ Plaintiff did not dispute LG Chem America, Inc.’s argument as to the absence of general jurisdiction.

² Under South Carolina’s long-arm statute:

A court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person’s: (1) transacting any business in this State; (2) contracting to supply services or things in the State; . . . (4) causing tortious injury or death in this State by an act or omission outside this State if he regularly does or solicits business, or engages in any other persistent course of conduct, or derives substantial revenue from goods used or consumed or services rendered in this State.

S.C. Code Ann. § 36-2-803(A).

To satisfy due process and establish specific jurisdiction, in addition to looking to the long-arm statute, courts use “a two-prong analysis: (1) the ‘power’ prong, in which minimum contacts provide courts the ‘power’ to adjudicate the action; and (2) the ‘fairness’ prong, which requires the exercise of jurisdiction to be ‘reasonable’ or ‘fair.’” *See Moosally*, 594 S.E.2d at 884.

First, “[u]nder the power prong, a minimum contacts analysis requires a court to find that the defendant directed its activities to residents of South Carolina and that the cause of action arises out of or relates to those activities.” *Id.* at 883. To that end, the court looks at whether a defendant has sufficient minimum contacts in the forum and whether the claims at issue “arise out of,” are “connected with,” or “relate to” the defendant’s activities in the forum – bearing in mind “reasonableness” and “other relevant factors.” *See Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472 (1985); *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 292 (1980); *International Shoe Co. v. Washington*, 326 U.S. 310, 319 (1945); *see also Moosally*, 594 S.E.2d 884. Moreover, a plaintiff may establish a defendant’s sufficient minimum contacts with the forum to satisfy this prong of the analysis by showing the defendant placed goods into the stream of commerce with the expectation that the “‘regular...flow’ or ‘regular course’ of sales” could lead the product to the forum state. *See J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. 873, 888-889 (2011) (Breyer, J., concurring in judgment); *see also Asahi Metal Ind. Co., Ltd. v. Superior Court of California*, 480 U.S. 102, 117, 120-21 (Brennan, J. concurring in part and in the judgment).³

³ Defendant LG Chem America, Inc.’s reliance on these cases and the recent *Bristol-Myers Squibb Co. v. Super. Ct. of California, San Francisco Co.*, 137 S. Ct. 1773 (2017) decision, does not alter the Court’s finding. The analysis in *Bristol-Myers* was focused on claims brought by non-resident plaintiffs in California state court who were not prescribed Plavix in California, nor purchased, used, or sustained injuries related to that drug in California. Defendant’s reliance on this case is misplaced as it did not alter the constitutional specific jurisdictional analysis; indeed, the opinion specifically states “[o]ur settled principles regarding specific jurisdiction control this case.” *See Bristol-Myers*, 137 S. Ct. 1781. Moreover, the facts here are distinguishable as Mr. Williamson is a South Carolina resident who purchased Defendant’s product in in this state and was injured in, and brought suit in, South Carolina.

Second, under the fairness prong, “[t]he court must also find that the exercise of jurisdiction is reasonable or fair.” *Cockrell*, 363 S.C. at 492, 611 S.E.2d at 508 (internal quotation marks omitted). “the court must consider: (1) the duration of the activity of the nonresident within the state; (2) the character and circumstances of the commission of the nonresident’s acts; (3) the inconvenience resulting to the parties by conferring or refusing to confer jurisdiction over the nonresident; and (4) the State’s interest in exercising jurisdiction.” *Id.* Likewise, “[d]ue process requires that there exist minimum contacts between the defendant and the forum state such that maintenance of the suit does not offend traditional notions of fair play and substantial justice.” *Id.*

Initially, the Court finds Plaintiff proves personal jurisdiction based on the pleadings, and alternatively, based on the additional evidence presented. “At the pretrial stage, the burden of proving personal jurisdiction over a nonresident is met by a prima facie showing of jurisdiction either in the complaint or in affidavits.” *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. “There is no ‘other evidence’ requirement for personal jurisdiction where the complaint itself demonstrates jurisdiction.” *Mid-State Distribs. v. Century Imps.*, 310 S.C. 330, 332, 426 S.E.2d 777, 779 (1993).

Plaintiff alleges in the Complaint that LG Chem America, Inc., “regularly conduct[s] business in South Carolina and has continuing contacts with South Carolina by transacting substantial business in the state and manufacturing, distributing, and/or selling goods with the reasonable expectation that they will be purchased and/or used in South Carolina; that LG Chem America, Inc. manufactured, designed, tested, marketed, sold, and distributed the 18650 battery at issue; and that LG Chem America, Inc. markets, distributes, and sells LG branded 18650 batteries throughout the United States, including in the state of South Carolina, and regularly transacts, does, or solicits business in the State of South Carolina. (Am Comp. Introduction; ¶¶ 3-4, 17-24). This demonstrates specific personal jurisdiction under the long-arm statute and due process

analysis by asserting sufficient minimum contacts and the fairness and expectation of being haled into court in South Carolina under the stream of commerce theory.

Alternatively, the Court also finds, based on the additional evidence submitted, that Plaintiff has demonstrated that the exercise of specific personal jurisdiction over Defendant LG Chem America, Inc., is appropriate under both the long-arm statute and due process. Considering South Carolina's long-arm statute, LG Chem America, Inc. has a presence in South Carolina in the form of being registered to transact business here, having a registered process agent here, continuously and regularly using a State port to conduct its business activities, and deriving revenue from South Carolina. Plaintiff points to LG Chem America, Inc.'s Certificate of Authority to transact business as evidence that supports the exercise of personal jurisdiction. The Court agrees. Section 33-15-101 of the South Carolina Code lists 13 categories of activities that are not considered transacting business in South Carolina. S.C. Code Ann. § 33-15-101. LG Chem America, Inc.'s decision to obtain a Certificate of Authority demonstrates that its activities in South Carolina are more substantial than those listed in § 33-15-101. Further, by obtaining a Certificate of Authority, LG Chem America, Inc. agreed at a minimum to the jurisdiction of the South Carolina Department of Revenue and our Courts to determine its South Carolina tax liability. S.C. Code Ann. § 33-15-105(d). Along with the evidence of LG Chem America, Inc.'s activities and conduct discussed below, this satisfies the minimum contacts analysis.

Plaintiff submitted documents showing approximately 244 product shipments from LG Chem, Ltd., to LG Chem America, Inc. as consignee through the Port of Charleston, South Carolina, from December 2016 to February 2019. That data identified approximately 40 shipments by LG Chem, Ltd. through LG Chem America, Inc. to customers in South Carolina, including shipments of lithium-ion batteries. This is alleged evidence that LG Chem America, Inc. transacted

business in South Carolina; contracted to supply things in South Carolina; and caused injury in South Carolina when it regularly does or solicits business, or engages in a persistent course of conduct, or derives substantial revenue from goods used or consumed in South Carolina. *See* S.C. Code Ann. § 36-5-803(A); *Moosally*, 358 S.C. at 336, 594 S.E.2d at 886 (“W.W. Norton’s continual practice of marketing and distributing books in South Carolina satisfies the power prong of the due process analysis.”); *Catalana v. Carnival Cruise Lines, Inc.*, 618 F. Supp. 18, 22 (D. Md. 1984) (“By using the port of Baltimore as a site for regularly scheduling cruises, Carnival has purposefully availed itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws.”).

LG Chem America, Inc.’s lists in its memorandum and in Mr. Kim’s affidavit various products it sells and distributes, but specifically omits lithium-ion batteries from the list. However, Mr. Kim’s affidavit is neither uncontroverted nor determinative of the Court’s inquiry in light of the record. Indeed, as noted by the Plaintiff, the Hon. Max O. Cogburn, Jr. of the United States District Court for the Western District of North Carolina, after reviewing a declaration from prior litigation involving LG Chem America, Inc., by Mr. Juan (S.H.) Oh, found that “LGCAI is responsible for marketing LGC petrochemicals, information and electronic materials, and batteries to customers in the United States.” *Celgard, LLC v. LG Chem, Ltd.*, 2015 U.S. Dist. LEXIS 66600, *74, 2015 WL 2412467 (W.D.N.C. May 21, 2015). Therefore, it should come as no surprise to LG Chem America, Inc., that the subject battery ended up in South Carolina and injured a South Carolina citizen.

The evidence provided further establishes that Defendant LG Chem America, Inc., participated in the economic markets of this state and derived revenue from this state and has created sufficient minimum contacts with South Carolina such that it should reasonably anticipate

being haled into court here. LG Chem America, Inc.’s activities show the requisite “‘regular ... flow’ or ‘regular course’ of sales” in South Carolina, and Plaintiff’s claims sufficiently relate to these activities LG Chem America, Inc. directed at this state, such that Plaintiff has demonstrated minimum contacts for this court to permissibly exercise the power of specific personal jurisdiction over LG Chem America, Inc. *See J. McIntyre*, 564 U.S. at 889 (2011) (Breyer, J., concurring). Exercising specific jurisdiction over LG Chem America, Inc., arising from Plaintiff’s claims alleging injuries in this state from a product purchased in this state, comports with both the long-arm statute and due process.

Finally, the exercise of personal jurisdiction is also reasonable and fair. First, LG Chem America, Inc. has conducted activities in South Carolina for a sufficient duration. It obtained a Certificate of Authority to transact business in South Carolina over ten (10) years ago and the import records show its use of the South Carolina ports for over three years. Second, LG Chem America, Inc.'s acts support exercising personal jurisdiction. It consistently and repeatedly uses the Port of Charleston and receives products directly into the state of South Carolina. Third, there is no inconvenience to the parties by conferring jurisdiction over LG Chem America, Inc., a U.S. corporation with a Certificate of Authority and registered agent in South Carolina. And, it has already been found subject to the jurisdiction of South Carolina courts in a case involving substantially similar facts. Fourth, and finally, South Carolina has an interest in exercising jurisdiction over LG Chem America, Inc. "South Carolina has an interest in providing redress for its citizens." *Cribb v. Spatholt*, 382 S.C. 490, 504, 676 S.E.2d 714, 721 (Ct. App. 2009) (citing *Burger King*, 471 U.S. at 473 ("A State generally has a 'manifest interest' in providing its residents with a convenient forum for redressing injuries inflicted by out-of-state actors.")).

CONCLUSION

For the reasons stated above, the Court finds that the Plaintiff, through the allegations in the operative Complaint and, alternatively, through the evidence provided with his memorandum in opposition, has established specific personal jurisdiction over Defendant LG Chem America, Inc. The Court denies Defendant LG Chem America, Inc.'s motion to dismiss with prejudice.

Defendant LG Chem America, Inc. shall file and serve its Answer within 30 days of service of this Order.

AND IT IS SO ORDERED.

Dated: _____
Walterboro, South Carolina

Hon. Perry M. Buckner
Circuit Court Judge



Beaufort Common Pleas

Case Caption: Eric Chase Williamson VS Pirates Cove Vapor Lounge Llc ,
defendant, et al
Case Number: 2019CP0702270
Type: Order/Other

It is so Ordered

s/ Perry M Buckner III 2122

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EXHIBIT

6

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) CIVIL ACTION NO.: 2010-CP-38-1558
VIKKI G. SHEPPARD as Personal)
Representative of the Estate of ARTHUR)
BENJAMIN SHEPPARD, II)

Plaintiff,
v.

MERCEDES-BENZ USA, LLC, DAIMLER)
AG, F/K/A DAIMLERCHRYSLER AG,)
TRAVIS KENDELL WILLIAMS, and)
MALONE'S AUTOMOTIVE,)

Defendants

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF ORANGEBURG) CIVIL ACTION NO.: 2010-CP-38-1559

VIKKI G. SHEPPARD,

Plaintiff,

v.

MERCEDES-BENZ USA, LLC, DAIMLER AG,)
F/K/A DAIMLERCHRYSLER AG, TRAVIS)
KENDELL WILLIAMS, and MALONE'S)
AUTOMOTIVE,)

Defendants

FILED FOR RECORD
WINNIE B. CLARK
CLERK OF COURT
ORANGEBURG, SC
2012 NOV 15 PM 4:37

ATTEST: TRUE COPY
Winnie B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SC

ORDER

THIS MATTER CAME BEFORE THE COURT on motion by Defendant Daimler AG to dismiss pursuant to Rule 12(b)(2) South Carolina Rules of Civil Procedure for lack of personal jurisdiction. The motion was heard on December 5, 2011. After considering the arguments of counsel and materials provided in support of the opposing positions, the Court finds that Daimler

AG is subject to jurisdiction for the causes of action set forth in Plaintiffs' complaints and, therefore, denies the motion to dismiss.

BACKGROUND

This action arises from a November 24, 2007, automobile accident involving a head-on collision between a 2002 Mercedes Benz S430 being operated by the Plaintiffs and a 2004 Chevy Malibu operated by Travis Kendell Williams. The accident occurred in Orangeburg County on U. S. 178 near the Town of Bowman.

The claim against Daimler AG involves allegations that the airbags failed to deploy in the subject vehicle. Arthur Benjamin Sheppard, II died and Vikki Sheppard sustained personal injuries as a result of the collision. For the purposes of this motion, it is undisputed that the airbags did not deploy in the collision. It is also undisputed that Daimler AG, f/k/a Daimler Chrysler AG (Daimler AG), manufactured the subject vehicle in Germany which was later sold to Defendant Mercedes-Benz USA, LLC (MBUSA, LLC). The sale to MBUSA, LLC took place in Germany.

At the time the subject vehicle was manufactured and sold, Daimler AG certified that it met all U. S. Federal Motor Vehicle Safety Standards in effect on the date of manufacture. Daimler AG also certified that the subject vehicle conformed to all year 2002 U.S. EPA Regulations. Daimler AG also provided an Operators Manual with the subject vehicle providing instructions in English on the proper operation of the S-Class Mercedes. It is undisputed that the subject vehicle was designed and manufactured in Germany with the specific intent that it be sold and driven within the United States. *This is demonstrated by the sale to MBUSA, LLC, a wholly owned subsidiary of Daimler AG.*

DISCUSSION

In this action the Plaintiffs seek to have the Court exercise jurisdiction over Daimler AG concerning the specific acts and/or omissions alleged in the complaints. "Specific jurisdiction over a cause of action arising from a defendant's contacts with the state is granted pursuant to the

long-arm statute.” State of South Carolina v. NV Sumatra Tobacco Trading Co., 666 S.E.2d 218, 222 (2008). The applicable section of the long-arm statute provides as follows:

§36-2-803. Personal Jurisdiction based upon conduct.

- (A) A court may exercise personal jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person's: (8) production, manufacture, or distribution of goods with the reasonable expectation that those goods are to be used or consumed in this State and are so used or consumed.

In assessing personal jurisdiction at the pre-trial stage, the burden of proving jurisdiction is met by a prima facie showing in the complaint. Cockrell v. Hillerich & Bradsby Co., 611 S.E.2d 505 (2005). To this end the trial court is not required to consider materials beyond the complaint. However, because the parties have provided additional materials the Court will consider them along with the allegations in the complaint.

As an initial matter, the Plaintiffs' complaints allege that Daimler AG manufactured and placed the subject vehicle into the stream of commerce. It is further alleged that the Plaintiffs were injured due to defects in the manufacture and design of the subject vehicle and that the injuries occurred while the vehicle was being used in South Carolina.

There can be no question that Daimler AG intended that the subject vehicle be sold and used in the United States by virtue of the certification that the vehicle met all applicable FMVSS and EPA standards.¹ Thus, it is clear to the Court that Daimler AG manufactured and placed the subject vehicle into the stream of commerce with the “reasonable expectation” that it would be used in any of the 50 states including South Carolina. This is especially true given the mobility of vehicles and the fact that all vehicles sold in South Carolina, regardless of manufacturer, must meet the same federal safety and environmental standards.¹

The vehicle was then sold to its wholly owned subsidiary which distributes its vehicles through out the United States.

Because Daimler AG manufactured and sold the subject vehicle with the reasonable expectation that it would be used in South Carolina and this action arises from its use in South

¹ Of course it is common knowledge that Mercedes Benz vehicles are sold at dealerships in South Carolina.

Carolina, the threshold requirement for jurisdiction under the South Carolina Long Arm Statute is met. However, in order for the Court to exercise jurisdiction it must confirm that doing so is consistent with Due Process.

Due Process requires that there exist minimum contacts between the defendant and the forum state such that maintenance of the suit does not offend traditional notions of fair play and substantial justice. *Id.* Further, Due Process mandates that the defendant possess sufficient minimum contacts with the forum state, so that he could reasonably anticipate being haled into court there. *Id.* citing World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 100 S.Ct. 559, 62 L.Ed.2d 490 (1980). Without minimum contacts, the court does not have the “power” to adjudicate the action. *Id.* The court must also find that the exercise of jurisdiction is “reasonable” or “fair.” *Id.* If either prong fails, the exercise of personal jurisdiction over the defendant fails to comport with the requirements of due process. Southern Plastics Co. v. Southern Commerce Bank, 423 S.E.2d 128 (1992).

The foreseeability that is critical to due process analysis is not the mere likelihood that a product will find its way into the forum state. Rather, it is that the defendant's conduct and connection with the forum state are such that he should reasonably anticipate being haled into court there. This theory of personal jurisdiction is known as the “stream of commerce” theory. Southern Plastics Co., *supra* citing World-Wide Volkswagen Corp., 444 U.S. at 297.

In Sumatra, the South Carolina Supreme Court was asked to embrace the “stream of commerce plus” theory of personal jurisdiction. This theory arose in a plurality opinion by Justice Sandra Day O'Connor of the United States Supreme Court in Asahi Metal Ind. Co., Ltd. v. Superior Court of California, 480 U.S. 102, 107 S.Ct. 1026, 94 L.Ed.2d 92 (1987). The “stream of commerce plus” theory states that the placement of a product into the stream of commerce, without more, is not an act of the defendant purposely directed toward the forum state. The theory maintains that additional conduct indicating an intent or purpose to serve the

market in the forum state is also necessary. Asahi, 480 U.S. at 112, 107 S.Ct. 1026. Only three other justices ~~signed onto~~ ^{adopted} this theory. Justice William Brennan and three other justices maintained that simply placing a product into the stream of commerce is consistent with the Due Process Clause and they would not require a showing of additional conduct to assert jurisdiction. Id. at 117. The South Carolina Supreme Court declined to embrace the “stream of commerce plus” theory.

Trial Courts in South Carolina are required to apply Justice Brennan’s stream of commerce test when assessing whether Due Process is afforded in exercising jurisdiction over a foreign manufacturer. In Asahi, Justice Brennan describes the stream of commerce as follows:

The stream of commerce refers not to unpredictable currents or eddies, but to the regular and anticipated flow of products from manufacture to distribution to retail sale. As long as the participant in this process is aware that the final product is being marketed in the forum State, the possibility of a lawsuit there cannot come as a surprise.

Asahi, 480 U. S. at 117.

Daimler AG argues that after the decision in J. McIntyre Machinery, Ltd. V. Nicaastro, 131 S.Ct. 2780 (2011) that the stream of commerce analysis used by the South Carolina Supreme Court is no longer appropriate and that there must be additional conduct directed at the forum state beyond the placement of a product into the stream of commerce with the intent to serve a market. It argues that McIntyre changed the standard for personal jurisdiction such that the precedent of the South Carolina Supreme Court relied on by the Plaintiffs are no longer controlling.

McIntyre, like Asahi, was decided by a plurality of the Court and thus did not involve a majority of the justices required to change existing precedent. The outcome of the case was controlled by Justice Breyer’s concurring vote where he declined to choose between either Justice O’Connor’s “stream of commerce plus” analysis or Justice Brennan’s broader “stream of

commerce” approach. “When a fragmented Court decides a case and no single rationale explaining the result enjoys the assent of five Justices, the holding of the court may be viewed as the position taken by those Members who concurred in the judgment on the narrowest grounds.” Garland v. Roy, 615 F.3d 391,399 (5th Cir. 2010)

Justice Breyer simply confirmed that none of the prior precedents upholding personal jurisdiction over a product manufacturer “finds that a single isolated sale, even if accompanied by the kind of sales effort indicated here, is sufficient”. McIntyre, 131 S. Ct. at 2792. He went on to analyze the defendant’s contacts with New Jersey under the existing precedent. Justice Breyer first found that there was not a regular flow or regular sales to New Jersey and there was no “something more, such as special state-related design, advertising, advice, marketing or anything else”. Id. Thus finding jurisdiction did not exist under the “stream of commerce plus” approach taken by Justice O’Connor in Asahi. He then went on to find the plaintiff had not otherwise shown that the manufacturer “delivered its goods in the stream of commerce with the expectation that they will be purchased by New Jersey users” under the “stream of commerce approach set forth in Asahi by Justice Brennan. Id.

McIntyre involved a claim by a citizen of New Jersey for injuries caused by an allegedly defective scrap metal recycling machine manufactured by McIntyre in the U.K. McIntyre did not have any presence in the U.S. or in New Jersey. It had sold only one of its machines in the State of New Jersey through an independent distributor. Although it sold the machine with knowledge that its product could end up via the stream of commerce in any of the fifty states including New Jersey, it did not specifically target New Jersey. The U.S. Supreme Court reversed the New Jersey Supreme Court’s opinion affirming a finding of personal jurisdiction by the trial court. The New Jersey trial Court found personal jurisdiction based on its view that it was foreseeable to McIntyre that its machine could end up in New Jersey via the stream of commerce.

The McIntyre plurality found that the foreseeability that a product could end up in the forum State via the stream of commerce, standing alone, was insufficient to meet the requirements of due process. The Court affirmed prior precedent that a single isolated sale standing alone would not support personal jurisdiction. There was no evidence of a regular flow of sales in New Jersey or that it delivered its machine into the stream of commerce with the expectation that they would be purchased in New Jersey.

Not only is McIntyre distinguishable factually from the present case, the Court disagrees with Daimler AG that McIntyre changes the law with regard to the Due Process analysis required for a court to exercise personal jurisdiction over a foreign product manufacturer. At best McIntyre can be read as leaving Asahi intact and is otherwise of little precedential value except for cases involving similar facts. See Ainsworth v. Cargotec, USA, Inc. 2011 WL 4443626 (S.D. Miss) (Finding McIntyre limited to cases with similar facts holding and that McIntyre did not affect the requirement that district courts in the Fifth Circuit follow Justice Brennan's Due Process analysis from Asahi.) The Court finds that McIntyre does not change the Due Process analysis set forth in Sumutra Tobacco by the South Carolina Supreme Court, which is the test this Court must follow.

This case falls squarely within the purpose of the stream of commerce theory which when applied confirms that the exercise of jurisdiction is consistent with Due Process. This case does not involve the isolated sale of a single product in South Carolina (McIntyre) nor does it involve the sale of a product in a different state by a seller that does not sell any products in South Carolina. (World-Wide Volkswagen) Likewise, it does not involve a product that was swept into South Carolina via the stream of commerce where the defendant took no effort to serve the market in South Carolina. (Asahi) Instead, this case involves a manufacturer who designs and builds automobiles in Germany specifically for sale in the United States including South

Carolina. Automobiles that are sold in the United States and South Carolina through a wholly owned subsidiary that acts as the exclusive distributor of these automobiles.

A review of the cases analyzing personal jurisdiction over foreign product manufacturers reveals an important emphasis expressed by the courts when products enter the forum state via a distributor, especially when the product is designed for the market. For example, in World-Wide Volkswagen, the U.S. Supreme Court distinguished the isolated sale of a product from sales of a manufacturer that seeks to serve a market through a distributor:

Hence if the sale of a product of a manufacturer or distributor such as Audi or Volkswagen is not simply an isolated occurrence, but arises from the efforts of the manufacturer or distributor to serve, directly or indirectly, the market for its product in other States, it is not unreasonable to subject it to suit in one of those States if its allegedly defective merchandise has there been the source of injury to its owner or to others.

World-Wide Volkswagen, 444 U.S. at 297.

Later in Asahi, Justice O'Connor cites as an example the use of a distributor to serve a market as the type of "additional" conduct necessary under her more restrictive view of conduct necessary to sustain personal jurisdiction.

The placement of a product into the stream of commerce, without more, is not an act of the 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, for example, designing the product for the market in the forum 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.

Asahi, at 112.

The purpose of the stream of commerce theory is to hold a manufacturer "amenable to process in a forum in which its products are sold, even if the products were sold indirectly through importers or distributors with independent sales and marketing schemes." DeJames v. Magnificence Carriers, Inc., 654 F.2d 280, 285 (3d Cir.) cert. denied, 454 U.S. 1085 (1981).

Daimler AG designs and manufactures passenger vehicles, including the subject vehicle, specifically for the U.S. market which includes South Carolina. These vehicles are designed to comply with Federal Motor Vehicle Safety Standards and Environmental Protection Agency standards on emissions. In order to sell a new vehicle in South Carolina it must be designed to meet these standards. Daimler AG provided an owner's manual in English and used English units of measure for mileage on the speedometer. Further, Daimler AG targeted the U.S. market, including South Carolina, through its wholly owned subsidiary MBUSA. This is the very type of conduct that the U.S. Supreme Court has consistently defined as meeting the minimum contacts requirement to sustain personal jurisdiction. "The forum State does not exceed its powers under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce with the expectation that they will be purchased by consumers in the forum State." World-Wide Volkswagen, 444 U.S. at 297 – 298.

Other courts presented with almost identical situations post McIntyre have found the exercise of jurisdiction proper where a product reaches the forum state through a distributor where the manufacturer, as here, clearly sought to serve the market. In King v. General Motors Corporation, 2012 WL 1340066 (N.D.Alá.), the district court found that it had jurisdiction over GM's wholly owned subsidiary, General Motors of Canada. There the plaintiff sought to have the court exercise jurisdiction over GM of Canada the manufacturer of the allegedly defective vehicle. GM of Canada moved to dismiss for lack of personal jurisdiction making the exact argument made here by Daimler AG. GM of Canada admitted to designing and manufacturing the vehicle for sale in the U.S. It argued that the Alabama courts did not have jurisdiction because it sold the vehicle to GM, its parent company who then distributed the vehicles for sale in the U.S. The transfer of title to GM took place in Canada. GM of Canada had no agents in

Alabama, was not registered to do business in Alabama, and in fact had never directly done any business in Alabama. In denying the motion to dismiss the Court wrote:

While the court certainly recognizes that GM Canada is a separate and distinct entity from GM Corporation, there is no doubt that GM Canada “seeks to serve” Alabama when it specifically manufactures GM vehicles, in compliance with federal regulations, and designed by its parent corporation who actively sold these vehicles to an Alabama dealership. Indeed, GM Canada cannot plead ignorance of the markets it explicitly targets and serves when its parent corporation directly sells the manufactured products to these markets. GM Canada possesses more than some vague awareness that its products *might* reach U.S. markets – it manufactures vehicles, such as the one at issue, to comply with federal regulations. This equates manufacturing a product “in anticipation of sales in” Alabama. Moreover, GM Canada specifically sold its products to GM Corporation for distribution in the United States. ... Indeed the court finds that this commercial relationship mirrors an example provided by Justice O’Connor in Asahi of a manufacturer “marketing the product through a distributor who has agreed to serve as the sales agent in the forum State.”

King, at 7.

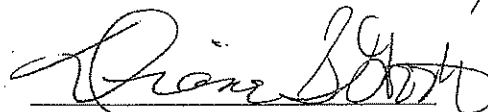
In Soria v. Chrysler Canada, Inc. 958 N.E. 2d 285 (Il. App. 1st 2011), the Illinois appellate court upheld the trial court’s denial of a Chrysler Canada’s motion to dismiss for lack of jurisdiction under a factual pattern almost identical to what was presented in King and the present case. There Chrysler Canada, relying on McIntyre, asserted that it had insufficient contacts with Illinois because it only assembled vans that were sold to its parent company, Chrysler Corporation who then sold the vehicles through dealerships to consumers in Illinois. The vehicles were manufactured to meet federal regulations for sale in the U.S. The Court found that Chrysler Canada was specifically aware that its products were manufactured for the U.S. market including Illinois which amounted to the purposeful avilment of the benefits and privileges of doing business in Illinois which thereby subjected it to personal jurisdiction. See also Ainsworth v. Cargotec USA, Inc. 2011 WL 4443626 (S.D. Miss) (Post McIntyre denial of forklift manufacturer’s motion to dismiss where forklift manufacturer knew that its distributor was marketing its products throughout the U.S. including Mississippi.); Russell v. SNFA, 965

N.E. 2d 1, (Ill. App. 1st 2012) (Post McIntyre denial of a motion to dismiss made by French manufacturer of bearings specially designed for helicopters that it knew were being marketed in the U.S. including the forum state.)

Consistent with these decisions, the Court finds that Daimler AG is amenable to process in South Carolina because of its continuous and systematic targeting of its products to the U.S. market which includes South Carolina. Daimler AG cannot claim that it does not serve the market for Mercedes vehicles in South Carolina while admitting that it designs and manufactures these vehicles specifically for sale in the U.S. market. “Stated differently, if not [South Carolina], what market does [Daimler Ag] serve?” King, at 8.

Having found that Daimler AG possesses sufficient contacts with South Carolina to satisfy Due Process, the Court also finds that the exercise of jurisdiction is reasonable and fair. The U.S. Supreme Court has previously stated that the exercise of jurisdiction is not unreasonable where it is based on the efforts of the manufacturer to serve, either directly or indirectly, the market for its product. World-Wide Volkswagen, 444 U.S. at 297-298. “Where the component allegedly fails and causes injury in the very market in which the product was expected to be sold, it is not unreasonable or unfair to require the defendant to be subject to suit in that forum.” Rockwell International Corp. v. Construzioni Aeronautiche Giovanni Agusta, S.P.A., 553 F.Supp. 328 (E.D.Pa. 1982) Here Daimler AG specifically sought to serve the market in South Carolina where its product allegedly caused harm to the Plaintiff. Requiring it to defend its product in South Carolina is both fair and reasonable. This is especially true given that South Carolina has the greatest interest in hearing this matter which arises out of an accident that occurred in South Carolina.

Based on the foregoing, the Court finds that the exercise of personal jurisdiction over the Defendant Daimler AG is proper under the long-arm statute and hereby denies the motion to dismiss.² Daimler AG shall file and serve its answer within 15 days of this Order. *service of 201*


DIANE S. GOODSTEIN
PRESIDING JUDGE

NOV. 13, 2012
Orangeburg, SC

² See Kaplan v. Daimler Chrysler AG, et al., 99 F. supp. 2d 1348 (D.C. Fla. 2000) (Denying motion to dismiss for lack of personal jurisdiction in products case involving a S-Class Mercedes vehicle under near identical circumstances and arguments.)