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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
The Honorable Roger M. Young, Sr., Circuit Court Judge

Appellate Case 2025-002086

Reid Fleming, ... Appellant,

v.

The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem Ltd.; John Doe Distributor #1; John Doe Distributor #2; and John Doe Distributor #3 . . . . . Defendants,

Of which LG Chem Ltd. is the . . . . . Respondent.

APPENDIX

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Dated: March 4, 2026

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THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Reid Fleming, Appellant,

v.

The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem, Ltd.; John Doe Distributor #1; John Doe Distributor #2; and John Doe Distributor #3; Defendants,

Of which LG Chem, Ltd. is the Respondent.

Appellate Case No. 2022-000346

Appeal From Charleston County
Roger M. Young, Sr., Circuit Court Judge

Unpublished Opinion No. 2025-UP-295
Heard June 3, 2025 – Filed August 13, 2025

AFFIRMED

John Preston Griffith, of Smith & Griffith, LLP, of Anderson; Kathleen Chewning Barnes, of Barnes Law Firm, LLC, of Hampton; and Christopher James Moore, of Richardson Thomas, LLC, of Florence, for Appellant.

C. Mitchell Brown, Rachel Atkin Hedley, and Allen Mattison Bogan, of Nelson Mullins Riley & Scarborough, LLP, of Columbia; and Elizabeth Scott

Moise and Deirdre Shelton McCool, of Nelson Mullins Riley and Scarborough, LLP, of Charleston, all for Respondent.

THOMAS, J.: This appeal arises from the circuit court's dismissal of a products liability action for lack of specific personal jurisdiction. On appeal, Reid Fleming (Appellant) argues the circuit court erred in (1) finding he did not establish a prima facie showing of specific personal jurisdiction, (2) focusing on evidence of whether LG Chem (LG) served a consumer standalone market for a size 18650 lithium-ion battery (18650 Battery) when the evidence of LG's market activities is contested, (3) finding LG's lithium-ion battery imports and sales do not support specific jurisdiction, (4) finding the stream of commerce theory does not support the exercise of specific jurisdiction over LG, and (5) finding Appellant did not satisfy the fairness prong of due process analysis. We affirm.

1. Appellant argues the circuit court erred in holding that the allegations in the complaint did not establish a prima facie case of specific jurisdiction. Appellant posits this error is a result of the circuit court's "misguided focus on the existence of allegations related to the specific size battery at issue." We disagree. "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." *Moosally v. W.W. Norton & Co., Inc.*, 358 S.C. 320, 328, 594 S.E.2d 878, 882 (Ct. App. 2004). "When a motion to dismiss attacks the allegations of the complaint on the issue of jurisdiction, the court is not confined to the allegations of the complaint but may resort to affidavits or other evidence to determine jurisdiction." *Coggeshall v. Reprod. Endocrine Assocs. of Charlotte*, 376 S.C. 12, 16, 655 S.E.2d 476, 478 (2007). We agree that Appellant did not establish a prima facie case of personal jurisdiction because even if the allegations of the complaint are true, it is not sufficient. The court found Appellant "did not plead any jurisdictional facts specific to the particular product at issue here—a 18650 lithium[-]ion cell that was re-sold as a standalone consumer battery. [Appellant] also did not plead any facts showing a connection between his claims and any action of [LG] directed to South Carolina." Based solely on the pleadings, the court found the motion to dismiss should be granted. The court further found even when looking at the evidence submitted by the parties, including LG's affidavits and Appellant's affidavit and "voluminous exhibits," "[n]one of the facts" supported a finding of personal jurisdiction, including a lack of evidence "reflecting shipment of 18650 lithium[-] ion cells to anyone in South Carolina, let alone anyone engaged in the consumer vaping industry." We recognize factual disputes should be resolved in favor of the

non-moving party. *See M.B. Kahn Constr. Co. v. Three Rivers Bank & Tr. Co.*, 354 S.C. 412, 415, 581 S.E.2d 481, 482 (2003) ("On a motion to dismiss for lack of personal jurisdiction, factual disputes arising by affidavit will be resolved in favor of the non-moving party."). However, we find the circuit court did not err in finding Appellant failed to meet his burden of establishing a prima facie showing of personal jurisdiction. Appellant pled no facts to support his conclusory assertion that his claims were "related" to forum specific conduct by LG. Finally, Appellant offered no evidence to contradict LG's evidentiary proof that it never designed, manufactured, distributed, advertised, or sold 18650 Batteries for sale to consumers as standalone, replaceable batteries in South Carolina, or anywhere else. *See Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 152, 723 S.E.2d 835, 840 (Ct. App. 2012) (explaining "a plaintiff is not required to assert he will be meritorious on personal jurisdiction; rather, he must demonstrate enough facts to support a prima facie showing); *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508; *id.* at 495, 611 S.E.2d at 510 (finding a lack of jurisdiction because the respondents had "not directed their activities at South Carolina and . . . their contacts with South Carolina [could not] fairly be described as continuous and systematic so as to satisfy due process"); *Coggeshall*, 376 S.C. at 16, 655 S.E.2d at 478 (finding due process requires a defendant possess minimum contacts with the forum state such that maintenance of suit does not offend traditional notions of fair play and substantial justice.).

2. Appellant argues the circuit court erred in focusing on evidence of whether LG served a consumer standalone market for the 18650 Battery and argues the court erred in finding unrelated business activities do not support specific jurisdiction.[1] We disagree.[2] The court found no evidence satisfied Appellant's burden of proof on jurisdiction.[3] Neither the financial statements nor the

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[1] Appellant also argues the circuit court's holding is "antithetical to South Carolina's strict liability law." Because this issue was not ruled upon by the circuit court, we find it is not preserved for appellate review. *See S.C. Dep't of Transp. v. First Carolina Corp. of S.C.*, 372 S.C. 295, 301-02, 641 S.E.2d 903, 907 (2007) (explaining the requirement that to preserve an issue for appellate review it must be: "(1) raised and ruled upon by the trial court; (2) raised by the appellant; (3) raised in a timely manner; and (4) raised to the trial court with sufficient specificity.").

[2] We combine issues 2 and 3.

[3] Appellant filed a memorandum and exhibits in opposition to LG's motion to dismiss. In support, Appellant attached a spreadsheet of LG imports to the Port of Charleston dating back to 2009 (the Import Data), LG's 2017 and 2018 financial

Certificate of Authority established any suit-related contacts between LG Chem and South Carolina. Further, the Import Data "show[s] only that LG Chem directed unrelated business to South Carolina entities," such as electric vehicle batteries and synthetic rubber. Appellant failed to show that non-party LGCAI's contacts could be imputed because it was a separate and distinct entity and, in any event, it did not engage in any suit-related activities with South Carolina. The court found that unrelated business activities in South Carolina did not support exercising personal jurisdiction over LG. *See Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 931, n.6 (2011) ("[E]ven regularly occurring sales of a product in a State do not justify the exercise of jurisdiction over a claim unrelated to those sales."). Appellant relies on *Ford Motor Company v. Montana Eighth Judicial District Court*, 592 U.S. 351 (2021). In *Ford*, vehicles involved in accidents that led to lawsuits were originally sold outside the forum states, Montana and Minnesota. 592 U.S. at 356. Ford moved to dismiss two suits for lack of personal jurisdiction. *Id.* "According to Ford, the state court[s] . . . had jurisdiction only if the company's conduct in the State had given rise to the plaintiff's claims." *Id.* Further, "that causal link existed . . . only if the company had designed, manufactured, or—most likely—sold in the State the particular vehicle involved in the accident." *Id.* The Supreme Court disagreed, finding because Ford had "systematically served a market in Montana and Minnesota for the very vehicles that the plaintiffs alleged had malfunctioned and injured them in those States, . . . there was a strong 'relationship among the defendant, the forum, and the litigation'—the 'essential foundation' of specific jurisdiction." *Id.* at 365. The Supreme Court concluded that this served as a legitimate basis upon which the forum states could exercise specific personal jurisdiction over Ford. *Id.* at 366-68. We agree with the circuit court's distinction of *Ford*. The circuit court noted the *Ford* court "took care to point out that its decision was based on Ford's admitted in-state activities for the specific vehicles at issue—not just Ford cars, but specifically Ford Explorers and Crown Victorias." Thus, although Ford did not bring the specific vehicles to the forum states, it engaged in extensive activities in the forum states. Here, it was third-parties that supplied consumers with the batteries at issue. We find the circuit court did not err in considering evidence of whether LG served a consumer standalone market for the 18650 Battery and in finding that LG's activities of shipping unrelated products to South Carolina are not sufficiently related to Appellant's claims.

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statements, a Certificate of Authority and Business Registration for LG's subsidiary, LGCAI, and several orders from South Carolina and North Carolina courts.

3. Appellant argues the lower court erred in finding the stream of commerce theory does not support a finding of specific jurisdiction. We disagree. The circuit court found the stream of commerce theory did not support the exercise of specific jurisdiction over LG, and adopted LG's argument that *State v. NV Sumatra Tobacco Trading, Co.*[4] was factually distinguishable. The court found the evidence provided by LG established it did not design, manufacture, distribute, advertise, or sell its 18650 Battery directly to or for use by consumers, in South Carolina or anywhere else, as standalone, replaceable batteries. The court held the fact Appellant purchased the product in South Carolina was not sufficient, even if LG was aware that third parties might sell its product to consumers in the state without authorization, because the foreseeability aspect of the 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.'" *Sumatra*, 379 S.C. at 89, 666 S.E.2d at 222 (quoting *World-Wide Volkswagen Corp. v Woodson*, 444 U.S. 286, 297 (1980)). We agree with this distinction of *Sumatra*. There, our supreme court affirmed the circuit court's finding of specific jurisdiction because Sumatra possessed minimum contacts with South Carolina via the stream of commerce theory. *Id.* at 90, 666 S.E.2d at 222-23. Sumatra admitted it: (1) manufactured the brand of cigarette at issue (United); (2) owned the United States trademark for United cigarettes; and (3) packaged the cigarettes in cartons bearing United States' health warnings. *Id.* at 90, 666 S.E.2d at 223. Additional evidence from the Department of Revenue showed almost 7 million United brand cigarettes were sold in South Carolina in one year alone. *Id.* Contact with the forum state in *Sumatra* was established through Sumatra's own admissions, as well as the Department of Revenue's report showing the large volume of specific United brand cigarette sales in South Carolina. Accordingly, Sumatra could reasonably expect to be haled to court in South Carolina based on its own actions. That evidence is not present here. Further, LG denies designing, manufacturing, distributing, advertising, or selling the 18650 Batteries as standalone, replaceable batteries for consumer use in South Carolina or anywhere else. LG claims it did not authorize any third-party to do so either. We agree the Import Data only shows unrelated business activities within South Carolina, which have no bearing on specific jurisdiction, and LG's conduct and connection to South Carolina as it relates to the 18650 Battery is not such that LG would reasonably anticipate being haled to court in this state. Any intermediary action that allowed for the 18650 Batteries to end up in South Carolina for use as standalone consumer products was not on behalf of or authorized by LG. *See Aviation Assocs. & Consultants, Inc. v. Jet Time, Inc.*,

[4] 379 S.C. 81, 666 S.E.2d 218 (2008).

303 S.C. 502, 507, 402 S.E.2d 177, 180 (1991) ("[T]he focus must center on the contacts generated by the defendant, and not on the unilateral actions of some other entity."); *Allen v. Columbia Fin. Mgmt., Ltd.*, 297 S.C. 481, 490, 377 S.E.2d 352, 357 (Ct. App. 1988) (declining to attribute the contacts of one alleged conspirator to another alleged conspirator.); *Ford*, 592 U.S. at 359 (the relevant "contacts must be the defendant's own choice"); *Power Prods. & Servs. Co. v. Kozma*, 379 S.C. 423, 431, 665 S.E.2d 660, 664 (Ct. App. 2008) (holding "the due process requirement mandates the defendant possess sufficient minimum contacts with the forum state such that he could reasonably anticipate being haled into court there"). We find the stream of commerce theory does not support the exercise of specific jurisdiction over LG.

4. Appellant argues it satisfied the fairness prong of the due process analysis,[5] and the court's "minimal analysis" of this prong was improper. We disagree. The court held that because Appellant failed to satisfy the power prong, it need not reach the fairness prong. Because we agree with the circuit court's finding that LG did not have the requisite minimum contacts with South Carolina to satisfy the power prong, we likewise agree that the circuit court did not need to address the fairness prong. *See S. Plastics Co. v. Southern Commerce Bank*, 310 S.C. 256, 260, 423 S.E.2d 128, 131 (1992) (finding the plaintiff bears the burden of proving both prongs and "if either prong fails, the exercise of personal jurisdiction over the defendant fails to comport with the requirements of due process.").

CONCLUSION

Based on the foregoing, the order of the circuit court is

AFFIRMED.

CURTIS, J., concurs.

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[5] Courts apply a two-pronged analysis when determining whether a defendant possesses minimum contacts with the forum state such that maintenance of suit does not offend traditional notions of fair play and substantial justice. *Cribb v. Spatholt*, 382 S.C. 490, 499, 676 S.E.2d 714, 719. "The court must (1) find that the defendant has the requisite minimum contacts with the forum, without which, the court does not have the 'power' to adjudicate the action and (2) find the exercise of jurisdiction is reasonable or fair." *Id.* These prongs are referred to as the power and fairness prongs.

HEWITT, J., dissenting: With deep respect for my colleagues in the majority, I dissent. I believe the complaint sufficiently alleges facts that support specific personal jurisdiction, if those facts are true. *See Cribb v. Spatholt*, 382 S.C. 490, 498–500, 676 S.E.2d 714, 718–19 (Ct. App. 2009) (explaining the prongs necessary to determine whether specific jurisdiction is proper). The complaint alleges that LG Chem's pervasive activities in the lithium-ion battery industry are such that it should reasonably anticipate being sued in this sort of case in South Carolina. As I read the filings, LG Chem has not denied that it placed this battery in the stream of commerce, that it regularly does business in South Carolina, or even that it distributes this type of battery with the reasonable expectation that the batteries will be used in this way in South Carolina.

This issue is dividing courts around the country. Some courts considering similar cases have found in favor of specific jurisdiction and others have reached the opposite decision. Some of these different outcomes turn on the facts of the particular cases or on the forum's rules for specific personal jurisdiction, but I am generally persuaded by the cases rejecting the core argument LG Chem advances here, which is that there can be no specific personal jurisdiction unless LG Chem purposefully sold and distributed these batteries as standalone products. *See Sullivan v. LG Chem, Ltd.*, 79 F.4th 651, 670 (6th Cir. 2023); *LG Chem Am., Inc. v. Morgan*, 670 S.W.3d 341, 343–44 (Tex. 2023); *Dilworth v. LG Chem, Ltd.*, 355 So. 3d 201, 210–11 (Miss. 2022). South Carolina has a strong interest in adjudicating the claim of a South Carolina plaintiff who purchased a product in South Carolina and was injured in South Carolina. We should not hesitate to exercise jurisdiction if, as alleged here, LG Chem's conduct is such that it should reasonably expect to be subject to this sort of suit in this state.

The South Carolina Court of Appeals

Reid Fleming, Appellant,

v.

The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem, Ltd.; John Doe Distributor #1; John Doe Distributor #2; and John Doe Distributor #3; Defendants,

Of which LG Chem, Ltd. is the Respondent.

Appellate Case No. 2022-000346

ORDER

After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.

_____ J.

_____ J.

_____ J.

Columbia, South Carolina

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Roger M. Young, Circuit Court Judge
Case No. 2021-CP-10-01663

APPELLATE CASE NO. 2022-000346

Reid Fleming, Appellant,

v.

The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem, Ltd.; John Doe Distributor #1; John Doe Distributor #2; and John Doe Distributor #3; Defendants,

Of which LG Chem, Ltd. is the Respondent.

APPELLANT'S PETITION FOR REHEARING

Under Rule 221(a) of the South Carolina Appellate Court Rules, Appellant files this Petition for Rehearing on Unpublished Opinion No. 2025-UP-295. Appellant respectfully requests rehearing because the majority overlooked that Respondent did not deny Appellant's allegations that it placed the subject battery in the stream of commerce, that it distributed the specific type of battery at issue in

the State of South Carolina, or that it failed to take any action to ensure the battery was not sold as a standalone product in South Carolina. This oversight caused the majority to resolve factual disputes in favor of the *movant*, not the non-moving party. *See M.B. Kahn Constr. Co. v. Three Rivers Bank & Tr. Co.*, 354 S.C. 412, 415, 581 S.E.2d 481, 482 (2003) ("On a motion to dismiss for lack of personal jurisdiction, factual disputes arising by affidavit will be resolved in favor of the non-moving party.").

The majority incorrectly employs a causal analysis similar to what the United States Supreme Court specifically rejected in *Ford Motor Company v. Montana Eighth Judicial District Court*, 592 U.S. 351 (2021), by accepting Respondent's contention that the minimum contacts analysis not only requires proof that Respondent purposely availed itself of the South Carolina marketplace, but that Respondent target a discrete market and use of its product. The majority overlooks the uncontroverted complaint allegations that because Respondent knew its product was being used for this purpose in South Carolina and failed to act, it could reasonably anticipate defending suits involving this product here.

Last, the majority failed to address the fairness prong of the due process analysis.

The effect of the majority's opinion is to require Mr. Fleming – a South Carolina resident, who purchased the product here, used the product here, and was

badly hurt by the product here – to litigate his claims *only* in South Korea despite Respondent's related, pervasive business activities in our state.

I. The Appellant's uncontroverted allegations support specific personal jurisdiction

The majority of the Court found that Appellant pled no facts to support the conclusory assertion that his claims were related to forum specific conduct by Respondent. Op. at 3. In doing so the majority ignored the plain, uncontroverted allegations of the complaint that Respondent not only engaged in substantial in-state activities related to the sale and distribution of lithium-ion batteries but that Respondent, armed with the knowledge that its batteries were being used in a dangerous way in our state, did nothing to stop such conduct. Importantly, Respondent did not deny that it placed lithium-ion batteries into the stream of commerce within South Carolina, that it transacted substantial lithium-ion battery related business within South Carolina, or that it distributed the exact type of battery at issue within South Carolina. Nor did Respondent deny knowledge that these batteries were being used here in this way. Respondent very carefully denies only that it distributed these batteries in South Carolina *for a particular market or use*, as a standalone or individual battery. (R. 37-38) But this is of no moment for purposes of the jurisdictional analysis. "[W]hen a corporation has continuously and deliberately exploited [a State's] market, it must reasonably anticipate being haled into [that State's] court[s] to defend actions based on products causing injury

there." *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351, 364, 141 S. Ct. 1017, 1027, 209 L. Ed. 2d 225 (2021) (internal citations and quotations omitted).

The majority accepts Respondent's argument that Appellant is required to show that Respondent specifically targeted the consumer market for standalone 18650 batteries in South Carolina. But that is the same causation analysis that the U.S. Supreme Court repudiated in *Ford* by rejecting the argument that a plaintiff must prove its claim "came about because of the defendant's in-state conduct." 592 U.S. at 362. The majority focuses almost exclusively on what it describes as a lack of evidence that Respondent "served a consumer standalone market" for lithium-ion batteries (Op. at 4), with little consideration to Respondent's substantial in-state contacts involving lithium-ion battery sales and shipments. The majority's dismisses Respondent's substantial lithium-ion battery contacts as "unrelated business activities," ignoring the fact that Respondent does not deny it distributed 18650 lithium-ion batteries here for other purposes. In doing so, the majority erroneously resolved factual disputes in favor of Respondent, rather than Appellant.

II. The majority employs the same causation analysis rejected by the U.S. Supreme Court in *Ford*

The majority appears to place some import on its observation that it "was third-parties that supplied [Appellant] with the batteries at issue" (Op. at 4).

However, the same was true in *Ford* – both vehicles were brought into Montana and Minnesota by third-parties. *See Ford*, 592 U.S. at 357. But that did not prevent the exercise of personal jurisdiction in *Ford*. Nor does it in South Carolina. *See State v. NV Sumatra Tobacco Trading, Co.*, 379 S.C. 81, 90, 666 S.E.2d 218, 223 (2008) (finding minimum contacts existed "[r]egardless of how the [product] arrived in South Carolina" due to forum contacts sufficient enough that defendant could reasonably anticipate suit in South Carolina). The *Ford* court found jurisdiction was appropriate based on Ford's "systematically servi[ing] a market" for its products in those states. *Id*. at 365. Here, Respondent does not deny systematically serving a market in South Carolina for lithium-ion battery products. And, importantly, Respondent does not deny serving a market here for its 18650 lithium-ion batteries. It only denies serving a standalone consumer battery market.

The majority overlooks these important distinctions, views them in the light most favorable to Respondent, and fails to analyze whether Respondent's substantial contacts in South Carolina "are related enough to the plaintiff's suit." *Id*. at 371. The relatedness test only requires that the "relationship among the defendant, the forum, and the litigation" is close enough to support jurisdiction. *Id*. The majority frames the issue far too narrowly focusing only on whether Respondent served a standalone market rather than whether it served a larger

market to such an extent that it is not unfair to subject Respondent to suit here. In doing so the majority ignores other factors that "may be relevant in assessing the link between the defendant's contact and the plaintiff's suit." *Id*. at 371. Here those factors can include the plaintiff's residence, where he purchased/used the product, where he was hurt, and the uncontroverted allegations that Respondent knew of this particular unauthorized use of its product in South Carolina and did nothing within its South Carolina supply chain to preclude unauthorized resale to the standalone market. *See Ford*, 592 U.S. at 371 (observing that a plaintiff's place of injury and purchase are relevant to the relatedness inquiry).

As noted by the dissent, the Respondent "has not denied that it placed this battery in the stream of commerce, that it regularly does business in South Carolina, or even that it distributes this type of battery with the reasonable expectation that the batteries will be used in this way in South Carolina." (Op. at 7) This is more than sufficient to meet the requirements of due process and to provide a domestic forum for a badly injured South Carolina resident to seek recourse against a company that profited from its lithium-ion battery business activities within our state.

III. The fairness prong supports jurisdiction.

The majority did not consider the fairness prong based on its analysis of the power prong. But there is little doubt the fairness prong is met here. "[U]nder the

fairness prong, the court must consider the following factors: (1) the duration of the defendant's activity in this State; (2) the character and circumstances of its acts; (3) the inconvenience to the parties; and (4) the State's interest in exercising jurisdiction." *Cribb v. Spatholt*, 382 S.C. 490, 500, 676 S.E.2d 714, 719 (Ct. App. 2009). There was evidence to support each factor.

The record supported that Respondent imported its products into a South Carolina port since at least 2007. (R. pp. 184-243). Respondent's activities in South Carolina were continuous, voluminous, and plainly significant to the sales of its products to numerous customers. (R. pp. 184-243, 292-386). Third, it would be inconvenient and impractical for Fleming to travel to Korea to pursue claims when most of the facts underlying the claim occurred in South Carolina. Last, it is not inconvenient for LG to defend a claim in South Carolina where it is already defending other, similar cases in South Carolina in federal and state courts. Most importantly, "South Carolina has an interest in providing redress for its citizens." *Cribb*, 382 S.C. at 504, 676 S.E.2d at 721.

Conclusion

For these reasons, Appellant respectfully requests that this Court grant rehearing, vacate its prior opinion, find that specific personal jurisdiction exists over Respondent, and remand the case for discovery and trial.

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THE STATE OF SOUTH CAROLINA
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APPEAL FROM CHARLESTON COUNTY
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Of which LG Chem, Ltd. is the Respondent.

PROOF OF SERVICE

The undersigned certifies that a copy of the Appellant's Petition for Rehearing has been served upon counsel for Respondent via electronic mail at the email addresses stated in the Attorney Information System as set forth below on August 28, 2025.

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August 28, 2025

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Reid Fleming,……..……..……Appellant,

v.

LG Chem, Ltd.,……...…….……...Respondent.

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STATEMENT OF ISSUES ON APPEAL

I. Whether the lower court incorrectly held Fleming did not establish a prima facie showing of specific personal jurisdiction in the complaint?

II. Whether the lower court incorrectly focused on evidence of whether LG served a consumer standalone market for the specific size 18650 lithium-ion battery and, regardless, whether there is contested evidence of LG's market activities?

III. Whether the lower court incorrectly held that LG's lithium-ion battery imports and sales in South Carolina do not support specific jurisdiction?

IV. Whether the lower court incorrectly held the stream of commerce theory does not support the exercise of specific jurisdiction over LG?

V. Whether the lower court incorrectly held that Fleming did not satisfy the fairness prong?

STATEMENT OF THE CASE

This is an appeal from an order dismissing a product liability action for lack of specific personal jurisdiction. This product liability action arises out of a defective lithium-ion battery manufactured by Respondent LG Chem, Ltd., ("LG") that exploded in Appellant Reid Fleming's pocket and caused him severe injuries. The lower court granted LG's motion to dismiss for lack of personal jurisdiction.

On April 21, 2021, Fleming filed a complaint against LG, among others, in South Carolina state court. (R. pp. 17-29). Fleming asserted product liability causes of action for strict liability, negligence, breach of express and implied warranties, and unfair trade practices. *Id.*

On July 15, 2021, LG filed a motion to dismiss for lack of personal jurisdiction. (R. pp. 30-32). On January 10, 2022, Fleming filed a memorandum and exhibits in opposition to LG's motion. (R. pp. 71-270). On January 18, 2022, the lower court held a hearing on the motion. (R. p. 537).

On February 7, 2022, the lower court entered an order granting LG's motion. (R. pp. 3-12). On February 17, 2022, Fleming filed a motion to reconsider. (R. pp. 417-26). On February 23,

2022, the lower court denied the motion. (R. pp. 14-16). On March 21, 2022, Fleming filed a notice of appeal from the lower court's orders. (R. p. 1).

On April 19, 2022, Fleming filed a motion to certify this case to the Supreme Court because the lower court's decision is in conflict with five other circuit court orders. (Mot. to Certify). Although LG did not oppose the motion, the Supreme Court denied it on May 17, 2022. (Order).

FACTS

LG lithium-ion batteries are well-known and popular batteries in the e-cigarette and vaping community. (R. p. 21 ¶ 23). Since at least 2016, LG has known that consumers use its lithium-ion batteries in vaping devices and could anticipate that its batteries would be used to power e-cigarette/vaping devices.[1] (R. p. 19 ¶¶ 10.d., 28).

Reid Fleming, a South Carolina citizen, bought LG lithium-ion batteries from Defendants Planet Vape and SCECigarette's retail locations in Charleston, South Carolina, to use in an e-cigarette. (R. p. 21 ¶ 20). The batteries were designed, manufactured, and distributed by LG. (R. p. 21 ¶ 22). On May 24, 2018, one of the LG batteries exploded in Fleming's pocket. (R. p. 22 ¶ 31). He suffered serious burn injuries that required hospitalization and caused permanent physical and mental damage. (R. p. 22 ¶¶ 31-35).

LG is a Korean parent company with various subsidiaries located around the world. (R. pp. 36, 97-99). It maintains five subsidiary companies in the United States, including LG Chem

[1] *See, e.g.*, Lebov, Harrison, *A Darker Shade of Green: Hazards Associated with Lithium Ion Batteries*, 17 J. HIGH TECH. L. 78, 93-94 (2016) ("[C]omputers and cell phones are not the only products that are under fire for malfunctioning li[thium]-ion batteries, as everything from speakers and fax machines to ***electronic cigarettes*** and 'hoverboards' are also in the news." (emphasis added)); *id.* at 94 n.67 ("When li[thium]-ion batteries malfunction in electronic cigarettes, usually due to incompatible voltages, they have been known to explode and cause horrific burns.").

America, Inc., which is in the business of sales and trading for LG. (R. pp. 98-99). LG Chem America is authorized to do business in South Carolina. (R. p. 244).

On April 21, 2021, Fleming filed a complaint against LG, The Planet Vape, SCECigarette, and John Doe Distributors #1-3. (R. pp. 17-29). He alleged that LG designed, manufactured, and distributed the battery that injured him, a size 18650 lithium-ion battery. (R. pp. 21, 549). Fleming alleged that LG knew or had reason to know that third parties sold the batteries for use in consumer e-cigarette/vaping devices but did nothing to prevent these sales. (R. pp. 19, 21-22). Against LG, Fleming asserted product liability causes of action for strict liability and negligence, and a cause of action for unfair trade practices. (R. pp. 22-28).

Fleming alleged facts to show specific jurisdiction over LG in South Carolina, including *inter alia* that Fleming bought the battery in South Carolina, LG's size 18650 lithium-ion battery caused tortious injury in South Carolina, LG transacts business in South Carolina by shipping its lithium-ion batteries into South Carolina ports and to South Carolina businesses, and LG expected its batteries to be used in South Carolina. (R. pp. 18-19). Fleming alleged LG's South Carolina contacts relate to his claims. (R. p. 19).

On July 15, 2021, LG filed a motion to dismiss for lack of personal jurisdiction arguing that neither general[2] nor specific jurisdiction exist in this case.[3] (R. p. 30). When Fleming filed the complaint, South Carolina circuit courts had already denied LG's motions to dismiss for personal jurisdiction in five other lithium-ion battery cases. (R. pp. 19-20). When Fleming filed

[2] The absence of general jurisdiction is not contested.

[3] SCECigarette filed an answer asserting as a defense other Defendants' intervening, superseding, or sole negligence caused Fleming's injuries. (R. p. 40).

the Complaint, LG already consented to jurisdiction over it in the federal District Court of South Carolina in another lithium-ion battery case. (R. p. 20).

LG did not deny that it does business in South Carolina or sells lithium-ion batteries in South Carolina. It did not deny minimum contacts with South Carolina or that it ever sold size 18650 lithium-ion batteries in South Carolina. (R. pp. 46-66). Instead, LG argued that it did not design, manufacture, distribute, or sell a lithium-ion battery to "consumers for use as standalone, replaceable batteries, in South Carolina." (R. p. 48). LG argued it manufactured lithium-ion batteries for use as "industrial component parts that are designed to be incorporated into battery packs." (R. pp. 37, 47). In other words, LG argued there is no specific jurisdiction because its product was misused as a product sold on its own rather than sold already incorporated into another product.

Fleming filed a memorandum and exhibits in opposition to LG's motion. (R. pp. 71-85). Fleming submitted data showing over 900 shipments of LG products into the port of Charleston, South Carolina. (R. pp. 184-243, 292-386).[4] LG imported 419 shipments of lithium-ion batteries through the port of Charleston, some destined for South Carolina businesses. (R. pp. 243, 292-386).

Fleming submitted an opinion from the Western District of North Carolina showing that LG purposefully served the consumer electronics market with lithium-ion batteries. (R. pp. 159-83) *Celgard, LLC v. LG Chem, Ltd.*, 3:14-cv-00043, 2015 WL 2412467 *1, 25 (W.D.N.C. May 21, 2015) (stating "Celgard supplied LGC . . . with uncoated base films to be used in the production of lithium-ion batteries ***for consumer-electronic*** ("CE") products" and quoting LG as saying an

[4] Because the printed copies of this data contain small print, Appellant suggests the Court review the data in the electronic version of the record on appeal.

injunction would "strip[] Best Buy and Wal-Mart (with respect to ***consumer electronics*** products) . . . of their ability to provide products containing these batteries to consumers" (emphasis added)).

Fleming submitted numerous opinions from South Carolina circuit courts in LG lithium-ion battery cases where LG lost motions to dismiss for lack of specific jurisdiction. In *Williamson v. Pirates Cove Vapor Lounge, LLC, et. al*, 2019-CP-07-02270 (June 21, 2021), the plaintiff was injured by an LG lithium-ion battery in an e-cigarette. (R. pp. 256-65). As in this case, LG argued that it did not design, manufacture, or sell 18650 lithium-ion batteries as a standalone consumer product. (R. p. 257). The Honorable Deadra L. Jefferson denied LG's motion to dismiss for lack of personal jurisdiction. (R. pp. 256-65). Judge Jefferson found evidence that LG "markets and sells the subject batteries in the State of South Carolina", including that LG Chem America imported 984 shipments of LG's products. (R. p. 262). In *Holtzendorff v. Vapor Tek USA, LLC, and LG Chem Ltd.*, 2018-CP-0201518 (May 6, 2020), the Honorable Courtney Clyburn Pope denied LG's motion to dismiss for lack of personal jurisdiction. (R. pp. 266-67). In *Roberts v. Planet Vape, LLC, et. al*, 2020-CP-10-00912 (Dec. 17, 2020), the Honorable Bentley Price denied LG's motion to dismiss for lack of personal jurisdiction. (R. pp. 268-70).

On January 18, 2018, the lower court held a hearing on the motion. (R. p. 537). LG argued mainly that Fleming must show LG itself imported and sold a size 18650 lithium-ion battery to a consumer retailer in South Carolina. LG explained that 18650 merely describes the size of the battery. It "just means the 18 is the 18 millimeters diameter, the 65 millimeters is the length, zero is cylindrical. So that's a size." (R. p. 549 lns. 14-16). The lower court asked LG:

> How would your client ever get sued in the United States under your theory that they don't sell the individual product to an individual but they only sell it to manufacturers who repackage it someplace and then sell it in all the other states?
>
> Basically, they are immune from suit if their product causes harm under your theory.

(R. p. 551). LG answered that because "nothing that LG Chem is doing to supply to be part of this distribution chain", it should not expect to be sued by an individual consumer that got the product from a third party. (R. pp. 552-53).

Fleming argued that he alleges LG's failure to "actually take command of their distribution chain." (R. p. 565). Fleming argued the consumer use of the battery purchased from a third party is a merits defense of product misuse and not a valid basis to deny specific jurisdiction. (R. p. 566). Fleming pointed to LG's numerous shipments of lithium-ion batteries into South Carolina and said LG's distinction of only the size 18650 battery "would be like . . . drawing a distinction between light cigarettes and ultra light cigarettes." (R. p. 568). The point is that Fleming bought and was injured by LG's battery in South Carolina and LG intended to serve a South Carolina market with lithium-ion batteries such that it should have expected to be subject to suit here for a claim related to a lithium-ion battery. (R. p. 568-70).

On February 7, 2022, the lower court entered an order granting LG's motion to dismiss. (R. pp. 3-13). The court held Fleming's complaint did not establish a prima facie case of specific personal jurisdiction because Fleming did not allege LG supplied 18650 lithium-ion batteries for sale and use as a standalone consumer product and, therefore, did not plead a connection between Fleming's claims and LG's conduct. (R. p. 6).

The lower court held the evidence Fleming submitted in opposition to LG's motion did not support specific personal jurisdiction because it did not show that LG imported the specific size 18650 lithium-ion battery into South Carolina for the consumer market. (R. pp. 7-8).

The lower court held that LG's shipments of products allegedly not the 18650 lithium-ion battery are not suit-related contacts to support specific jurisdiction. (R. pp. 8-9). It cited to *Ford*

Motor Co. v. Mont. Eighth Judicial Dist. Court, 141 S. Ct. 1017, 1028 (2021), for the proposition that sales of the same model product at issue in the case do support jurisdiction. (R. pp. 8-9).

The lower court held that a stream of commerce theory does not support specific jurisdiction in this case. It found this case factually distinguished from *State v. NV Sumatra Tobacco Trading, Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008), based on its findings that LG did not distribute the size 18650 lithium-ion batteries to South Carolina consumers as a standalone product or to a distributor to supply them to South Carolina consumers as a standalone product. (R. pp. 9-10). The court held that Fleming's purchase of the battery in South Carolina is insufficient evidence because it involves Fleming and not LG's conduct. (R. p. 10).

Finally, the lower court held that, because it found Fleming did not satisfy the power prong, it did not need to address the fairness prong of the jurisdictional analysis. (R. p. 11). However, the court proceeded to state that it is unfair to find specific jurisdiction in this case because LG's South Carolina contacts are not related to Fleming's claims. (R. p. 11).

On February 17, 2022, Fleming filed a motion to reconsider making factual and legal arguments. (R. pp. 417-26). Factually, Fleming argued that he submitted evidence that LG made over fifty shipments of lithium-ion batteries into South Carolina and those records do not establish whether the shipments are a size 18650 because they simply say "LITHIUM ION BATTERY." (R. p. 418). Fleming argued that, regardless of the size, they are all lithium-ion batteries and show LG conducts significant lithium-ion battery business in South Carolina. Fleming argued the court incorrectly held that LG does not manufacture a size 18650 battery for consumers or e-cigarettes, and cited to deposition testimony showing LG supplied a size 18650 battery for an e-cigarette product. (R. pp. 419-20). Fleming argued that LG artfully says it did not design a "standalone,

replaceable" product while knowing that it manufactures a lithium-ion battery for vaping devices. (R. pp. 420-21).

Legally, Fleming challenged all of the lower court's holdings. As to the prima facie showing of specific jurisdiction, he argued the complaint plainly alleges that LG's conduct falls within S.C. Code Ann. § 36-2-803 and the statute makes no mention of the purpose for which a defendant targeted the forum. (R. pp. 421-22). As to LG's suit-related contacts, Fleming argued the lower court "radically narrowed" the jurisdictional analysis without legal support by requiring evidence of business activity of the same ***size*** battery when "a lithium-ion battery is a lithium-ion battery" because the "technology is the same." (R. pp. 423-24). As to stream of commerce, Fleming argued the holding is based on the inaccurate fact that LG never designed a size 18650 battery for vaping devices. (R. p. 424). Regardless, the legal analysis is flawed because there is no legal requirement for Fleming to show that LG specifically targeted South Carolina with the one battery that harmed him. (R. pp. 424-25). Finally, as to fairness, Fleming argued the result is patently unfair because LG is already litigating these same cases nationwide and in South Carolina. (R. p. 425). The dismissal will mean that LG "cannot be subject to jurisdiction anywhere in the U.S. for these claims because" it allegedly "does not sell these batteries 'as standalone, replaceable' power sources", while Fleming, who bought and was injured by the battery in South Carolina, must litigate in a foreign country and still face the same argument—that LG did not sell it as a standalone, replaceable product. (R. pp. 425-26).

On February 23, 2022, the lower court denied the motion to reconsider without a hearing. (R. pp. 14-16). The order contains only a standard of review section, which is largely federal law on Rule 59(e), and does not include analysis.

On March 21, 2022, Fleming filed a notice of appeal from the lower court's orders.

STANDARD OF REVIEW

"The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case." *Cribb v. Spatholt*, 382 S.C. 490, 496, 676 S.E.2d 714, 717 (Ct. App. 2009). "The circuit court's decision should be affirmed unless unsupported by the evidence or influenced by an error of law." *Id.* at 496, 676 S.E.2d at 717.

ARGUMENT

The lower court erred in accepting LG's unfounded argument that specific jurisdiction in a product liability action exists only where the specific product model size is sold in the forum state by the manufacturer **and** used in the exact manner intended by the manufacturer. There is no United States Supreme Court, Fourth Circuit, or South Carolina state law that supports the lower court's holding. Further, and perhaps more importantly, the lower court's ruling improperly injects merits-based defenses into the specific jurisdiction analysis.

Fleming bought the LG lithium-ion battery in South Carolina. That LG states it did not sell the battery to the retailer who sold it to Fleming is not relevant to specific jurisdiction. Rather, it is the basis of a cross-claim between LG and the retailer or a third-party claim against whoever bought it from LG and allowed it to end up in the hands of the retailer.

Fleming used the battery for the purpose for which it was sold to him and for which LG knew retailers were selling and consumers were using its lithium-ion batteries. That LG alleges this is a misuse goes to the merits of a product liability action and not the exercise of specific jurisdiction. The lower court held that there is no specific jurisdiction because LG allegedly did not intend its batteries for use as a standalone consumer product. This holding effectively makes LG immune from all liability for its lithium-ion batteries exploding and injuring consumers because it could not be subject to specific jurisdiction anywhere for an unintended use of its

product. The lower court improperly converted a specific jurisdiction analysis from being based on the defendant's state conduct to being based on a plaintiff's conduct in using the product. This is not supported by the Constitution or case law.

The specific jurisdiction analysis is relevant to all of the issues on appeal. South Carolina "traditionally" used "a two-step analysis to determine whether specific jurisdiction is proper by 1) determining if the long arm statute applies and 2) determining whether the nonresident's contacts in South Carolina are sufficient to satisfy due process requirements." *Cribb v. Spatholt*, 382 S.C. 490, 498-99, 676 S.E.2d 714, 718-19 (Ct. App. 2009). "However, a more recent trend compresses the analysis into a due process assessment only." *Id.* at 499, 676 S.E.2d at 719. Therefore, the statutory and constitutional requirements are met in South Carolina when the exercise of jurisdiction is consistent with due process.

The due process standard "requires a defendant possess minimum contacts with the forum state such that maintenance of suit does not offend traditional notions of fair play and substantial justice." *Id.* at 499, 676 S.E.2d at 719. To determine whether this standard is satisfied, "[t]he court must (1) find that the defendant has the requisite minimum contacts with the forum, without which, the court does not have the power to adjudicate the action and (2) find the exercise of jurisdiction is reasonable or fair." *Id.* (internal quotation marks omitted). These are referred to as the power and fairness prongs.

Under the power prong, the "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." *Power Prods. & Servs. Co. v. Kozma*, 379 S.C. 423, 432, 665 S.E.2d 660, 665 (Ct. App. 2008). The defendant must "purposefully avail[] itself of the privilege of conducting activities within the forum state, thus invoking the benefits and protections of its

laws." *Id.* at 432, 665 S.E.2d at 665. This "'purposeful availment' requirement ensures that a defendant will not be haled into a jurisdiction solely as a result of random, fortuitous, or attenuated contacts." *Id.*

Under the fairness prong, the court considers "the following factors: (1) the duration of the defendant's activity in this State; (2) the character and circumstances of its acts; (3) the inconvenience to the parties; and (4) the State's interest in exercising jurisdiction." *Cribb*, 382 S.C. at 500, 676 S.E.2d at 719.

Because Fleming satisfied the power (Arguments I-IV) and fairness (Argument V) prongs of the due process analysis to establish that the exercise of specific jurisdiction is proper in this case, this Court should reverse the lower court's decision.

I. FLEMING ESTABLISHED A PRIMA FACIE SHOWING OF SPECIFIC JURISDICTION IN THE COMPLAINT.

The lower court erred in holding that the allegations of Fleming's complaint did not establish a prima facie showing of specific jurisdiction. Its error is largely the result of the court's misguided focus on the existence of allegations related to the specific size battery at issue sold as a standalone consumer battery. (R. p. 7).

"When a nonresident defendant attacks the allegations of a complaint based on jurisdiction, the court is not confined to the allegations of the complaint but may resort to affidavits or other evidence to determine jurisdiction." *Power Prods. & Servs. Co. v. Kozma*, 379 S.C. 423, 430, 665 S.E.2d 660, 664 (Ct. App. 2008). "[A] plaintiff is not required to assert he will be meritorious on personal jurisdiction; rather, he must demonstrate enough facts to support a prima facie showing." *Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 152, 723 S.E.2d 835, 840 (Ct. App. 2012).

Fleming specifically alleged conduct that falls within the long-arm statute and the two-step due process analysis. South Carolina's long-arm statute sets forth the circumstances under which the court may exercise specific jurisdiction. The sections applicable to this case are as follows:

> (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:
>
> (1) transacting any business in this 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;
>
> . . .
>
> (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.
>
> (B) When jurisdiction over a person is based solely upon this section, only a cause of action arising from acts enumerated in this section may be asserted against him.

S.C. Code Ann. § 36-2-803. The statute says nothing about how a plaintiff uses a product.

Fleming alleged LG "transacts business in South Carolina including the shipment of battery products" into South Carolina ports, caused "tortious injury or death in South Carolina" by acts outside of the state when it regularly does business in the state, and "produces, manufactures, and distributes batteries with the reasonable expectation that those batteries will be used in South Carolina and they are used in South Carolina." (R. p. 18).

Fleming alleged LG has minimum contacts with South Carolina that relate to his claims, including delivering lithium-ion batteries in the state, distributing lithium-ion batteries through the state ports, manufacturing lithium-ion batteries with the expectation that they will be used in South Carolina, and knowing that individuals use LG's batteries in vaping devices but doing nothing to

stop the sale of batteries for that purpose. (R. p. 19). Finally, Fleming alleged exercising personal jurisdiction over LG is fair because it is currently litigating other similar cases in South Carolina where the court denied motions to dismiss for lack of personal jurisdiction, and LG consented to jurisdiction of the federal courts of South Carolina in a similar case. (R. p. 20).

Despite specific allegations of all of the elements of due process, the lower court held that Fleming did not make a prima facie showing because the allegations are not "specific" to the size 18650 battery for resale "as a standalone consumer battery." (R. p. 6). The lower court did not cite any law that requires jurisdictional pleading of a specific product size or use. There is no such law, and the court's holding is legal error.

LG's intended-use argument is a merits-based defense to the validity of the claim, and not a part of the specific jurisdiction analysis. As this Court explained, "'[t]he concept of jurisdiction refers to the authority of a court over a particular person (personal jurisdiction) or the authority of a court to entertain a particular action (subject matter jurisdiction), but the concept does not refer to the validity of the claim on which an action against a person is based.'" *Cribb v. Spatholt*, 382 S.C. 490, 497, 676 S.E.2d 714, 718 (Ct. App. 2009) (quoting *Boan v. Jacobs*, 296 S.C. 419, 421, 373 S.E.2d 697, 698 (Ct. App. 1988) (holding that "lack of personal jurisdiction by the North Carolina court can be asserted as a defense to the action in South Carolina, but cannot be asserted as the basis for a motion to dismiss the action for lack of jurisdiction by the South Carolina court")).

The lower court also summarily held that Fleming did not plead a "connection" between his claims and LG's actions. (R. p. 6). This is unsupported by the law or evidence. The "connection" requirement is merely showing "an affiliation between the forum and the underlying controversy, principally, an activity or an occurrence that takes place in the forum State and is therefore subject to the State's regulation." *Ford Motor Co. v. Mont. Eighth Judicial Dist. Court*,

141 S. Ct. 1017, 1025 (2021) (internal quotation and alteration marks omitted). Specific jurisdiction attaches "when a company [] serves a market for a product in the forum State and the product malfunctions there." *Id.* at 1027. Here, Fleming alleged that LG served a market in South Carolina for lithium-ion batteries and one of them malfunctioned here. (R. pp. 19-20). That is prima facie evidence of a relation between Fleming's action and LG's forum activity.

The lower court's ruling on this issue is unsupported by the evidence and is legal error, and this Court should reverse.

II. THE LOWER COURT INCORRECTLY FOCUSED ON WHETHER LG SERVED A CONSUMER STANDALONE MARKET FOR A SIZE 18650 BATTERY AND, REGARDLESS, THE EVIDENCE OF LG'S MARKET ACTIVITIES FOR THE SIZE 18650 LITHIUM-ION BATTERIES IS CONTESTED.

The lower court's analysis of the jurisdictional evidence outside of the Complaint is unsupported by the evidence and amounts to legal error.

The lower court found it "uncontroverted" that LG did not ship size 18650 lithium-ion batteries to anyone in South Carolina or the consumer vaping industry. (R. pp. 7-8). Initially, the premise of this finding is that Fleming needed to make such a showing for the court to exercise specific jurisdiction. As explained below, that is a false premise and renders the court's entire ruling on this issue reversible.

Regardless, the evidence is not "uncontroverted." Fleming presented evidence of hundreds of shipments of LG batteries into the port of Charleston. Some of the available data identifies the shipments as "LITHIUM ION BATTERY" and does not identify the size battery. (R. pp. 243, 292-386). The lower court improperly chose to weigh that evidence in LG's favor by finding the shipments did not contain size 18650 batteries despite the fact that the shipment records do not specify a battery size.

The evidence is that LG shipped lithium-ion batteries to South Carolina and Fleming purchased a size 18650 lithium-ion battery in South Carolina. "Regardless of how the [product] arrived in South Carolina, minimum contacts" can still be established by a defendant's "actions indicat[ing] that it purposely availed itself of conducting business." *State v. NV Sumatra Tobacco Trading, Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008) (finding specific jurisdiction where foreign manufacturer alleged it sold only to an independent reseller and did not actually ship or sell the product in the United States).

The lower court improperly adopted and used as a central part of its analysis LG's distorted argument that Fleming must show LG served a consumer market for standalone lithium-ion batteries in South Carolina. There is no law requiring consideration of a manufacturer's intended use of a product in the specific jurisdiction analysis. The analysis is the defendant's contacts with the forum state—not how the plaintiff or any third party uses the product in the state.

The lower court's holding is a vast change in specific jurisdiction law. As one example, under the court's ruling, a car manufacturer could argue there is no personal jurisdiction because it did not intend a consumer to drive in excess of the speed limit.

LG intended for its lithium-ion batteries to reach South Carolina consumers—whether inside or outside of a consumer product. That a third party, and not LG, may have sold the battery for a certain use does not make LG immune from personal jurisdiction for its product. As the United States Supreme Court stated, "jurisdiction in cases like these" should not "ride on the exact reasons for an individual plaintiff's purchase." *Ford Motor Co. v. Mont. Eighth Judicial Dist. Court*, 141 S. Ct. 1017, 1029 (2021).

The lower court's holding ignores the distinction between a merits defense of product misuse and the constitutional due process analysis for specific jurisdiction. *See Cribb v. Spatholt*,

382 S.C. 490, 497, 676 S.E.2d 714, 718 (Ct. App. 2009) ("The concept of jurisdiction refers to the authority of a court over a particular person (personal jurisdiction) or the authority of a court to entertain a particular action (subject matter jurisdiction), but the concept does not refer to the validity of the claim on which an action against a person is based." (internal quotation marks omitted)).

Further, the lower court's holding is antithetical to South Carolina's strict liability law. The lower court essentially held that LG is immune from specific jurisdiction because Fleming's injury was caused by a third party's sale of the product for an allegedly improper use. However, South Carolina's strict liability statute says:

> (1) One who sells any product in a defective condition unreasonably dangerous to ***the user or consumer*** or to his property is subject to liability for physical harm caused to the ***ultimate user or consumer***, or to his property, if
>
> (a) The seller is engaged in the business of selling such a product, and
>
> (b) It is expected to and does reach the user or consumer without substantial change in the condition in which it is sold.
>
> (2) The rule stated in subsection (1) ***shall apply although***
>
> (a) The seller has exercised all possible care in the preparation and sale of his product, and
>
> (b) The ***user or consumer has not bought the product from*** or entered into any contractual relation with the ***seller***.

S.C. Code Ann. § 15-73-10 (emphasis added). The statute specifically contemplates that the person harmed may not be the person to whom the seller sold the product. The statute specifically applies even though the purchaser and/or person harmed bought the product from a third party. *See also Hazel v. Blitz U.S.A., Inc.*, 433 S.C. 120, 137, 857 S.E.2d 4, 13 (2021) ("A claim based on the retail seller's negligence in such an instance is a separate claim from any claim based on negligence by the manufacturer."). The statute demonstrates that, under South Carolina law, LG's

complaints about Fleming's lawsuit are really claims between LG and whomever in its distribution chain allowed the lithium-ion batteries to end up in a vaping store. LG is the seller with control over its product distribution chain—that is why South Carolina law charges the seller with liability. *See Purvis v. Consolidated Energy Products Co.*, 674 F.2d 217, 219 (4th Cir. 1982) ("The doctrine of strict products liability in tort was created to insure that the costs of injuries resulting from defective products are borne by the manufacturers that put such products on the market rather than by the injured persons who are powerless to protect themselves." (internal quotation marks omitted)).

The lower court's holding that use of the product affects specific jurisdiction is wholly unsupported by State or Federal law, and should be reversed.

Finally, the lower court incorrectly held that Fleming must show LG Chem America's South Carolina contacts could be legally imputed to LG for those contacts to matter in this case. (R. p. 7). The court cited to no law for this ruling. *Id*. Regardless, the point is not that LG Chem America's contacts are imputed to LG but that LG has a mechanism for getting its products to South Carolina. Its subsidiary—part of its distribution chain—is authorized to do business in South Carolina. In *Sumatra*, it did not matter that the manufacturer's products reached the United States and South Carolina markets through independent distributors or resellers. The pertinent fact was that Sumatra intended to and did serve a South Carolina market with its cigarettes. 379 S.C. at 90-91, 666 S.E.2d at 222-23. The same is true of LG in this case. It intended to and did serve a South Carolina market with its lithium-ion batteries.

The lower court's rulings on this issue are unsupported by the evidence and are legal error, and this Court should reverse.

III. LG'S IMPORTS AND SALES OF LITHIUM-ION BATTERIES IN SOUTH CAROLINA SUPPORT THE EXERCISE OF SPECIFIC JURISDICTION IN THIS CASE.

The lower court adopted LG's position to focus exclusively on whether LG sold the size 18650 lithium-ion battery in South Carolina. However, "18650" merely describes the size of a battery—it is not a separate model or design. (R. pp. 549, 567). It is really a distinction without a difference. Regardless, there is no legal requirement that the suit-related contacts involve the ***defendant's*** sale or distribution of the exact ***size*** product at issue. The cases cited by the lower court do not supports its holding to the contrary.

In *Bristol-Myers Squibb Co. v. Superior Court*, 137 S. Ct. 1773 (2017), nonresident plaintiffs attempted to sue a drug manufacturer in California—a forum where the manufacturer sold the product—because other plaintiffs who lived in California alleged similar injuries as the nonresidents. *Id.* at 1777-78. The nonresident plaintiffs did not live in the forum, were not injured in the forum, and did not ingest the product in the forum. *Id.* at 1778. The manufacturer did not contest specific jurisdiction as to the resident plaintiffs' claims even though it neither developed nor manufactured the drug in California. *Id.* at 1778. As to the nonresidents, the Supreme Court found "missing" "a connection between the *forum* and the *specific claims* at issue" because the "nonresidents' claims involve[d] no harm in California and no harm to California residents." *Id.* at 1782-83 (emphasis added). *Bristol-Myers* stands only for the proposition that a nonresident who suffered no harm in the forum state cannot piggyback on the specific jurisdiction established by resident plaintiffs who suffered harm in the forum state. *See Ford Motor Co. v. Mont. Eighth Judicial Dist. Court*, 141 S. Ct. 1017, 1031 (2021) (describing the *Bristol-Myers* plaintiffs as "engaged in forum-shopping"). *Bristol-Myers* does not say that a manufacturer's suit-related contacts with a forum must include direct evidence that the manufacturer sold the specific size product in the state.

Ford Motor Co. v. Mont. Eighth Judicial Dist. Court, 141 S. Ct. 1017 (2021), also does not support the lower court's holding. In *Ford*, the plaintiffs were residents of the forum states and suffered injury in the forum states. *Id.* at 1023. The Ford vehicles at issue were not designed, manufactured, or first sold in the forum states, but Ford did sell the same models in the forums. *Id.* at 1022-24. Ford argued that the relatedness requirement is satisfied only by a link that is "causal in nature: Jurisdiction attaches only if the defendant's forum conduct gave rise to the plaintiff's claims." *Id.* at 1026 (internal quotation and alteration marks omitted). The Supreme Court rejected that argument. It held the specific jurisdiction inquiry "never" required "proof that the plaintiff's claim came about because of the defendant's in-state conduct." *Id.* at 1026. Instead, specific jurisdiction can attach "when a company like Ford serves a market for a product in the forum State and the product malfunctions there." *Id.* The *Ford* Court did not hold that a manufacturer's suit-related contacts with a forum must include direct evidence that the manufacturer sold the specific size product in the state. It addressed the factual scenario before the Court and rejected a causal link requirement.

The Court of Appeals of Georgia recently denied LG's argument that jurisdiction did not exist because a size 18650 battery "was purchased from an unauthorized retailer outside of LG Chem's approved distribution channel and for unauthorized use as a standalone, rechargeable battery in an electronic vaping device." *LG Chem, Ltd. v. Lemmerman*, 863 S.E.2d 514, 523 (Ga. App. 2021). The Georgia Court was "unpersuaded by LG Chem's argument in light of the United States Supreme Court's recent decision in" *Ford*. *Id.* at 523. The Court found it proper to exercise specific jurisdiction over LG because, *inter alia*, "LG did not deny that it advertised, marketed, sold, distributed, and regularly placed the batteries into the stream of commerce (through wholesalers and distributors to canvas the entire country without restriction) with the expectation

and intention that they be sold in Georgia. It also did not deny that it sent these batteries directly to Georgia, or that these batteries indeed were sold in Georgia for use in consumer products." *Id.* at 526-27. The same result is warranted in this case.

Considering all of LG's South Carolina contacts, it is apparent that specific jurisdiction is satisfied because Fleming's cause of action relates to those contacts. Relatedness is satisfied when there is "an affiliation between the forum and the underlying controversy, principally, an activity or occurrence that takes place in the forum state."[5] *Bristol-Myers Squibb Co. v. Superior Court*, 137 S. Ct. 1773, 1781 (2017) (internal quotation and alteration marks omitted). LG's activities in South Carolina are importing and selling numerous, repeated shipments of lithium-ion batteries. Fleming's cause of action is based on a defective lithium-ion battery that he bought in South Carolina and that injured him in South Carolina. *See Ford*, 141 S. Ct. at 1028 (listing plaintiff's injuries in the forum in analysis of "how all [the forum]-based conduct relates to the claims in these cases"). This satisfies the relatedness requirement of the power prong.

The lower court's ruling on this issue is unsupported by the evidence and is legal error, and this Court should reverse.

IV. THE STREAM OF COMMERCE THEORY SUPPORTS THE EXERCISE OF SPECIFIC JURISDICTION OVER LG IN THIS CASE.

Fleming establishes minimum contacts as a whole and via the stream of commerce theory. The lower court held Fleming did not present evidence to support the stream of commerce theory

[5] The Supreme Court of the United States used numerous phrases to describe relatedness. *See, e.g.*, *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011) ("[S]pecific jurisdiction is confined to adjudication of issues deriving from, or connected with, the very controversy that establishes jurisdiction" (internal quotation m arks omitted)); *Helicopteros Nacionales De Colombia v. Hall*, 466 U.S. 408, 414 (1984) (referring to "a controversy [that] is related to or arises out of a defendant's contacts with the forum"); *Keeton v. Hustler Magazine, Inc.*, 465 U.S. 770, 780 (1984) (referring to "the relations among the defendant, the forum, and the litigation").

solely because the court found this case factually distinguishable from *State v. NV Sumatra Tobacco Trading, Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008), a leading South Carolina case on the theory. The lower court's holding is legal error because the facts of this case fall within the law stated in *Sumatra*.

In *Sumatra*, the State of South Carolina filed an action against Sumatra, a tobacco product manufacturer, for failing to make payments under a settlement agreement that required tobacco manufacturers to pay damages to certain states for the states' tobacco-related healthcare costs. *Id.* at 84-85, 666 S.E.2d at 219-20. Sumatra filed a motion to dismiss for lack of personal jurisdiction. Sumatra argued that it is an Indonesian corporation that sells its non-Indonesian market products to only an "independent reseller." *Id.* at 85-86, 666 S.E.2d at 220. It argued that various entities may have distributed the cigarettes to the United States but Sumatra did not distribute them. *Id.* at 86, 666 S.E.2d at 220. The lower court denied the motion to dismiss, and the Supreme Court affirmed the finding of specific jurisdiction.

In stating the specific jurisdiction analysis, the Court noted that the facts satisfied the long-arm statute and analyzed the due process requirements of minimum contacts and fairness. The minimum contacts requirement "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 89, 666 S.E.2d at 222. The stream of commerce theory is a means of establishing minimum contacts. As the *Sumatra* Court explained:

> 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.

Id. at 89, 666 S.E.2d at 222.

The *Sumatra* Court found minimum contacts existed "as a whole ***and***, via the stream of commerce theory." *Id.* at 90, 666 S.E.2d at 222-23 (emphasis added). The contacts the Supreme Court cited to support its holding included that Sumatra manufactured a brand of cigarettes for sale in the United States, Sumatra owned the trademark for the brand, and over 6 million of that brand of cigarettes sold in South Carolina. *Id.* at 90, 666 S.E.2d at 222.

The facts of this case fall within the *Sumatra* ruling. The lower court's holding that this case is factually distinguishable from *Sumatra* is unsupported by the evidence and influenced by an error of law.

As to the evidence, it is undisputed that LG manufactures lithium-ion batteries, and specifically size 18650 batteries, for use throughout the United States, including South Carolina. It is undisputed that LG imported hundreds of shipments of lithium-ion batteries into the port of Charleston. The lower court focused on and accepted the contention that LG did not distribute the batteries. (R. pp. 9-10). This is immaterial because the same fact existed in *Sumatra* and did not prevent the Court from exercising personal jurisdiction where minimum contacts existed "[r]egardless of how the cigarettes arrived in South Carolina." 379 S.C. at 90, 666 S.E.2d at 223. This is a critical point in this case given LG's insistent argument that it did not sell the batteries to a consumer retailer in South Carolina and the lower court's acceptance of that argument. The lower court focused on LG's assertion that it did not intend its batteries for use as a standalone, replaceable battery for consumers. The intended use of the product is immaterial to personal jurisdiction. As indicated in *Sumatra*, the point is whether the defendant manufacturer intended to serve the forum market with its products, and LG plainly did so in this case.

As to the law, the lower court erred in holding that Fleming's purchase of the size 18650 lithium-ion battery in South Carolina is not relevant. (R. p. 10). The point is not so much Fleming's

purchase but that the battery was available for his purchase in South Carolina. Where LG purposefully and regularly conducts lithium-ion battery business in South Carolina with numerous South Carolina businesses, it "should reasonably anticipate being haled into court" here. *Sumatra*, 379 S.C. at 89, 666 S.E.2d at 222. This analysis is based on LG's conduct.

The lower court erred in finding the stream of commerce theory does not apply to this case, and this Court should reverse.

V. FLEMING SATISFIED THE FAIRNESS PRONG.

Despite its finding that Fleming did not satisfy the power prong, the lower court proceeded to address the fairness prong. Its analysis is minimal at best. The court simply stated that, because it found LG "has no contacts with South Carolina related to the claims at issue," then it is unfair to exercise specific jurisdiction over it. (R p. 11). This is no more than a ruling that the fairness prong is not satisfied just because the power prong is not satisfied. That is not the proper legal analysis, and this Court should reverse.

"[U]nder the fairness prong, the court must consider the following factors: (1) the duration of the defendant's activity in this State; (2) the character and circumstances of its acts; (3) the inconvenience to the parties; and (4) the State's interest in exercising jurisdiction." *Cribb v. Spatholt*, 382 S.C. 490, 500, 676 S.E.2d 714, 719 (Ct. App. 2009). There is evidence to support all of these factors.

First, LG has imported its products into a South Carolina port since at least 2007. (R. pp. 184-243). Second, its activities in South Carolina are continuous, voluminous, and plainly significant to the sales of its products to numerous customers. (R. pp. 184-243, 292-386). Third, it would be extremely inconvenient and impractical for Fleming to travel to Korea to pursue claims when the facts of the injuries occurred in South Carolina. It is not inconvenient for LG to defend

a claim in South Carolina where it is already defending other, similar cases in South Carolina federal and state courts. Fourth, "South Carolina has an interest in providing redress for its citizens." *Cribb*, 382 S.C. at 504, 676 S.E.2d at 721.

The fairness prong is satisfied in this case, and the Court should reverse the lower court on this issue.

CONCLUSION

For these reasons, the Court should reverse the decisions of the lower court, find specific jurisdiction exists, and remand the case to proceed in circuit court.

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Sr., Circuit Court Judge

Appellate Case No. 2022-000346

Reid Fleming,……..……..……Appellant,

v.

LG Chem, Ltd.,……..……..……..……...Respondent.

CERTIFICATE OF COMPLIANCE

The undersigned counsel certifies that the Final Brief and Final Reply Brief of Appellant comply with Rule 211(b), SCACR, and with the Supreme Court's Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings, issued April 15, 2014.

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Roger M. Young, Circuit Court Judge

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Reid Fleming..... Appellant

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STATEMENT OF ISSUES ON APPEAL

1. Did the circuit court act within the scope of its authority when considering matters outside the pleadings to conclude that personal jurisdiction was lacking?

2. Did the circuit court correctly find that due process was not satisfied because Appellant's claims did not arise out of or relate to contacts formed by LG Chem with South Carolina?

3. Did the circuit court correctly find that the stream of commerce analogy did not support the exercise of jurisdiction on the facts of this case?

4. Did the circuit court correctly find that the fairness prong did not support a finding of personal jurisdiction?

STATEMENT OF THE CASE

This is an appeal from an order dismissing a products liability action for lack of personal jurisdiction. Appellant Reid Fleming filed his Complaint on April 12, 2021 naming as defendants the Planet Vape, LLC, SCECIGARETTE LLC, and LG Chem, Ltd. Appellant alleged that he was injured when an 18650 battery cell he purchased from defendants The Planet Vape and SC E-Cigarette as a standalone battery to power his e-cigarette device exploded in his pocket. (R. p. 22.) Appellant alleged that LG Chem manufactured the 18650 lithium-ion battery cell. (R. p. 21.)

Appellant served his Complaint on LG Chem in South Korea through the Hague Service Convention on June 15, 2021. On July 15, 2021, LG Chem moved to dismiss Appellant's complaint for lack of personal jurisdiction. (R. pp. 30-32.) LG Chem's motion was supported by the Affidavit of Mr. Hwi Jae Lee, dated July 13, 2021 and filed July 15, 2021. (R. pp. 33-39.)

On January 7, 2022, pursuant to the circuit court's instructions, both parties filed their briefs. LG Chem filed its Memorandum of Law in Support of its Motion to Dismiss. (R. pp. 46-47.) Appellant filed his Response in Opposition to Defendant's Motion to Dismiss, attaching in support the affidavit of his counsel, dated January 7, 2022, and copies of LG Chem's 2018 and 2017 financial statements; import data; a Certificate of Authority and Business Registration for a

subsidiary of LG Chem; and orders from a North Carolina federal district court and other South Carolina trial courts. (R. pp. 68-270.)

On January 11, 2022, LG Chem filed the Reply Affidavit of Hwi Jae Lee (R. pp. 271-276) and a Motion for Leave to File a Reply Brief. (R. pp. 387-416.) On January 11, 2022, Fleming filed the Declaration of Nickie Bonenfant and appendices. (R. pp. 277-386.)

The court conducted a lengthy hearing on January 18, 2022, during which the court asked many questions, and both parties were allowed ample opportunity to argue the facts and the applicable law. (R. pp. 537-578.) On January 26, 2022, the Court notified the parties by email that LG Chem's Motion to Dismiss was granted and directed LG Chem to submit a proposed order. (R. p. 494.) On February 2, 2022, LG Chem submitted its proposed order. (R. pp. 498-510.) Appellant raised one specific objection regarding the factual depiction of his allegations and generally objected to the overall analysis in the Court's Order. (R. pp. 512-526.) LG Chem then submitted an amended proposed order that clarified the allegations to which Appellant had objected. (R. pp. 528-534.) Appellant raised no further objections. On February 7, 2022, the Court entered its Order granting LG Chem's Motion to Dismiss. (R. pp. 3-13.)

On February 17, 2022, Appellant filed his Motion to Reconsider, attaching as an exhibit portions of a transcript of the personal deposition of an LG Chem employee taken in September 2018 in a lawsuit in Georgia. (R. pp. 417-434.) Appellant asked the Court to reconsider its February 7, 2022 Order, arguing that the Order was based on a misunderstanding and/or misapprehension of facts regarding LG Chem, Ltd.'s products and South Carolina contacts and that the Order effectively leaves Appellant with no forum for his claims against LG Chem. (R. p. 417.)

On February 22, 2022, LG Chem filed its Response in Opposition to Fleming's Motion to Reconsider, supported by exhibits, and arguing that the Court correctly applied the law to the facts

and that a motion to reconsider is not an appropriate time to raise matters that could have been – but were not – raised before the Court ruled on the Motion to Dismiss. (R. pp. 435-536.) On February 23, 2022, the Court entered its Order denying Appellant's Motion to Reconsider. (R. pp. 14-16.)

On March 21, 2022, Appellant filed his Notice of Appeal. (Notice of Appeal; R. p. 1.) On April 19, 2022, Fleming filed a motion to certify this case to the Supreme Court. (Mot. to Certify) On May 17, 2022, the Supreme Court denied the motion. (5/17/22 Order.)

STATEMENT OF FACTS

A. Appellant's claims.

Appellant Reid Fleming is a resident of Anderson County, South Carolina. (R. p. 17.) Appellant alleged that on or around May 24, 2018, he was injured when a lithium ion battery he had purchased from Planet Vape and SC E-Cigarette for use with his e-cigarette device exploded in his pocket. (R. 22.) Fleming further alleged that these retailers marketed or represented the batteries as being LG brand. (R. p 21.) Although not specifically identified in his Complaint, Appellant agrees the type of battery he allegedly purchased and used as a standalone battery with his e-cigarette device was an 18650. (Appellant's Initial Br., at 14)

B. LG Chem's motion to dismiss.

LG Chem is a Korean corporation with its headquarters and principal offices in Seoul, South Korea. (R. p. 36.) Appellant did not dispute this fact and conceded that general jurisdiction was not at issue. (R. p. 17, 543.)

LG Chem's motion to dismiss was supported by admissible evidence, through the Affidavit of Hwi Jae Lee, showing that LG Chem did not serve a consumer market in South Carolina (or anywhere else) for standalone 18650 batteries. LG Chem never designed, manufactured,

distributed, advertised, or sold its lithium ion battery cells directly to consumers for use as standalone, replaceable batteries (with e-cigarette devices or for any other purpose) in South Carolina or anywhere else. (R. p. 37.) The lithium ion cells that LG Chem manufactured were industrial component parts, not standalone, replaceable consumer batteries; and they were not designed to be handled by consumers. (R. p. 37.) LG Chem never conducted any business with the South Carolina vape store that allegedly sold the subject battery cell to a South Carolina consumer as a standalone battery; never authorized them or anyone else to advertise, distribute, or sell its lithium ion cells to individual consumers for use as standalone, replaceable batteries; and never distributed, supplied, sold, or shipped any lithium ion battery cells to anyone in South Carolina known to LG Chem to be engaged in the business of selling 18650 lithium ion cells directly to individual consumers for use as standalone, replaceable batteries to power vaping devices. (R. pp. 37-39.)

C. Appellant's proffer of extrinsic evidence concerning unrelated business activities.

In opposition to LG Chem's Motion to Dismiss, Appellant introduced import data charts and the Declaration of Nickie Bonenfant, Chief Operating Officer of a company called ImportGenius, to show the Court that LG Chem had shipped "lithium ion battery products" to South Carolina. Appellant argued that the charts showed that LG Chem had shipped hundreds of products into the Port of Charleston, either directly or using a subsidiary company (LG Chem America, Inc.) as a consignee or distributor. (R. p. 76.) Appellant also stated that LG Chem was "registered to do business in South Carolina" (R. pp. 79, 244) and submitted the decisions of five other South Carolina trial courts that had denied similar motions to dismiss in other cases involving similar claims after relying on similar information and exhibits. (R. pp. 79-81 & 248-270).

Appellant argued that his exhibits showed "984 shipments through the Port of Charleston, with 818 of those shipments co-signed by LGCAI." (R. p. 76.) In so doing, Appellant created the misimpression that those 984 shipments were lithium ion battery products, when in fact not a single one of the entries on the 59 page chart attached as Exhibit 3 to his Opposition reflected shipment of any type of lithium ion battery product to anyone in South Carolina. Instead, the shipment descriptions on the chart refer to "methyl acrylate", "ethyl hexyl acrylate", "resin ABS", "acrylic acid," and "synthetic rubber," among others, which are petrochemical products, not lithium ion battery products. (R. pp. 393, 274, 405).

Appellant also argued that his exhibits showed that "13 shipments of LG Chem lithium ion batteries went through the Port of Charleston and shipped out to businesses operating in South Carolina." (R. p. 76.) In fact, the chart appeared to show a single shipment to a South Carolina entity (a car manufacturer) prior to the date of the alleged incident in this case (May 24, 2018). The chart also appears to show 8 other shipments to the same car manufacturer in 2019 (after Appellant's incident) and 3 shipments on the same post-incident date (December 21, 2018) to a power company in Raleigh, North Carolina. Nothing in Appellant's Exhibit 4 supports the inference that the 13 shipments (12 of which occurred after the alleged incident in this case) were 18650 lithium ion battery cells shipped to vape stores. (R. pp. 393, 274, 405.)

Appellant offered no evidence to support his argument that "a lithium ion battery is a lithium ion battery." Nor did he offer any evidence to support his analogy offered at the hearing that the distinction between different types of lithium ion battery products "would be like . . . drawing a distinction between light cigarettes and ultra light cigarettes." (R. p. 568.) To the contrary, the admissible evidence (and information that is readily publicly available) supports that "lithium-ion battery products" encompasses multiple different types of products. For example,

lithium-ion battery cells the size and shape of a purse or briefcase can be joined together in battery systems the size of an office desk to power electric vehicles, such as cars and buses. (R. p 53.)

The type of battery cell allegedly at issue in this case (and in every other decision Appellant submitted and asked the trial court and this Court to consider) is an 18650 lithium-ion cell, which measures 65 mm in length and 18 cm in diameter and is cylindrical in shape and comes in many different models. (R. pp 53, 549.) [1]

And regardless of the size or type of lithium ion battery cell at issue (indisputably the 18650 here), LG Chem never supplied any lithium ion battery cells (of any size or type) to consumers for use as standalone, replaceable batteries. (R. p. 37.) Any consumer in South Carolina – or anywhere else in the United States – who purchased an LG 18650 lithium-ion battery cell as a standalone battery (whether for an e-cigarette device or for any other purpose) had access to the cell through a distribution chain that LG Chem did not authorize. (R. p. 37.)

D. Appellant's untimely proffer of new facts in support of his Motion to Reconsider.

After the circuit court granted LG Chem's Motion to Dismiss, Appellant moved to reconsider for two reasons: (1) Appellant argued that the Order was issued based on "a misunderstanding and/or misrepresentations of fact" regarding LG Chem's products and contacts with South Carolina; and (2) Appellant argued the result was unfair because Appellant was left "with no forum" and "no recourse" for his claims. (R. p. 417.) In support of the first point, Appellant introduced portions of a transcript of the personal deposition of an LG Chem employee taken in September 2018 in a lawsuit in Georgia, responding to questions about the use by Phillip

[11] At the time of the relevant events, LG Chem manufactured 18650 lithium-ion battery cells. LG Chem spun off its battery division on December 1, 2020 to a newly formed wholly-owned subsidiary called LG Energy Solution, Ltd. LG Energy Solution, Ltd. now manufactures 18650 lithium-ion cells. (R. p. 35.)

Morris of 18650 cells in the charging unit of its IQQS vaping device. Appellant argued that LG Chem's counsel had misrepresented facts to the court concerning LG Chem's business activities. (R. pp. 419-421.)

Non-confidential portions of the deposition excerpts Appellant submitted (that he did not quote or otherwise bring to the circuit court's attention) explained that the IQOS device was designed to incorporate a lithium ion cell with protective circuitry in a charging unit and that, unlike the vaping device at issue in this suit, was not designed or manufactured to be powered by 18650 lithium ion cells sold directly to consumers as standalone, replaceable batteries. (R. p. 439.) Instead, the 18650 cell is incorporated with protective circuitry and inaccessible to the consumer, similar to laptop computers, power drills, e-bikes, and other consumer electronics manufactured using 18650 lithium ion cells embedded in battery packs with protective circuitry.[2]

At the hearing on the Motion to Dismiss, LG Chem's counsel had explained to the circuit court the difference between e-cigarette devices powered by an embedded battery and the type of vaping device at issue in this case, which is a type designed by third parties, acting without LG Chem's authorization, to be powered by 18650 cells used as standalone, replaceable batteries. (R. pp. 554-555, 547 (describing the different LG Chem products in general and their purposes); R. p. 560 (describing generally that LG Chem did not sell 18650 cells to be handled by consumers but instead to "go to a manufacturer that would incorporate it with protective circuitry embedded in a device"); R. p. 562 (same).

Also in support of his Motion to Reconsider, Appellant provided the circuit court with native

[2] As an aside, publicly available information showed that the IQOS device was first approved by FDA for sale in the United States nearly a year after Plaintiff's alleged incident. *See* https://www.fda.gov/news-events/press-announcements/fda-permits-sale-iqos-tobacco-heating-system-through-premarket-tobacco-product-application-pathway. (R. p. 439.)

excel files for the Appendices to the Declaration of Nickie Bonenfant that had previously been filed in "PDF" format. (R. pp. 417-434.) In his Motion to Reconsider, Appellant stated that he could not tell from the excel spreadsheets which type of lithium ion battery was involved in the shipments to the car manufacturers in South Carolina, (R. p. 418), ignoring LG Chem's admissible evidence supporting the conclusion that the shipments to car companies were not 18650 lithium ion cells and also ignoring the fact that his appendices can be searched for "18650," resulting in two entries for shipments that arrived in the United States at a California port for delivery to a manufacturer located in California. (R. pp. 274, 574.) Appellant then asked the court to reconsider its decision, or in the alternative, to allow Appellant to "seek leave of court to conduct jurisdictional discovery into the issues regarding LG Chem's South Carolina contacts and the lithium ion batteries it designs for use with vaping devices for Phillip Morris." (R. p. 426.)

Promptly after LG Chem submitted its Memorandum in Opposition to the Motion to Reconsider, the circuit court denied the Motion on the basis that "a motion for reconsideration is not a vehicle to re-litigate previously raised issues" or "to raise argument or present evidence that could have been presented prior to the entry of judgment." (R. p. 15.)

STANDARD OF REVIEW

"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); *see also Hidria, USA, Inc. v. Delo*, 415 S.C. 533, 539, 783 S.E.2d 839, 842 (Ct. App. 2016). "The decision of the trial court should be affirmed unless unsupported by the evidence or influenced by an error of law." *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508 (citing *Engineered Prods. v. Cleveland Crane & Eng'g*, 262 S.C. 1, 201 S.E.2d 921 (1974)).

ARGUMENT

The crux of this case turns on whether the circuit court correctly found that Appellant's vague and conclusory allegations that LG Chem supplied "lithium ion battery products" to South Carolina and expected consumers in South Carolina to use its "lithium ion battery products" did not satisfy Appellant's burden of proving that jurisdiction could be exercised over a foreign company alleged to have manufactured a product that indisputably arrived in South Carolina through an unknown and unauthorized chain of distribution.

Appellant challenges the circuit court's decision to consider matters outside the pleadings, but Appellant himself offered matters outside the pleadings in opposition to LG Chem's motion to dismiss. Appellant now challenges the conclusions the circuit court drew after considering the very evidence Appellant offered and asks this Court to go back to the pleadings and decide the issue based solely on his allegations.

But the law is well-established that a circuit court has the authority to go beyond the pleadings when deciding a motion to dismiss, and the circuit court in this case carefully reviewed the evidence presented, and properly concluded that Appellant simply did not support his burden of proof. Indeed, in this appeal, noticeably absent from Appellant's statement of "undisputed" evidence at the bottom of page 21 is any citation to evidence to support his assertions that "it is undisputed that LG manufactures lithium-ion batteries, and specifically size 18650 batteries, for use throughout the United States, including South Carolina" and "[t]t is undisputed that LG imported hundreds of shipments of lithium-ion batteries into the port of Charleston."

Appellant's Complaint made no mention of 18650 lithium-ion batteries, even though he acknowledges that this is the type of product allegedly at issue in this suit. Appellant's Complaint also pled no facts to support his conclusory assertion that his claims were "related" to forum-

specific conduct by the defendant. And Appellant offered no evidence to contradict LG Chem's evidentiary proof that it never designed, manufactured, distributed, advertised, or sold 18650 lithium-ion battery cells for sale to consumers as standalone, replaceable batteries in South Carolina, or anywhere else.

Appellant asks this Court to find that his conclusory allegations that LG Chem shipped "lithium ion batteries" to South Carolina and that he was injured in South Carolina by use of a lithium ion battery allegedly manufactured by LG Chem was sufficient to support his burden of proof.

Appellant's argument completely ignores the "relatedness" element of the due process standard, which the U.S. Supreme Court most recently reaffirmed in *Ford Motor Co. v. Montana Eighth Judicial District Court*, 141 S. Ct. 1017, 1026 (2021) (and numerous other cases since the South Carolina Supreme Court's 2008 decision in *State v. NV Sumatra Tobacco Trading, Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008)), which the Fourth Circuit Court of Appeals recently reaffirmed in *Wallace v. Yamaha Motors Corp, U.S.A.*, No. 19-2459, 2022 WL 61430, at *5 n.6 (4th Cir. Jan. 6, 2022), and which the North Carolina Court of Appeals recently applied in a similar case (*Miller v. LG Chem, Ltd.*, 2022-NCCOA-55, 281 N.C. App. 531, 868 S.E.2d 896) that Appellant did not address.

The circuit court correctly found that Appellant's conclusory allegations were not sufficient to meet his burden of proof, properly considered matters outside the Complaint (including affidavits offered by Appellant himself), and correctly concluded that Appellant had failed to satisfy his burden of proving that his claims arose out of or related to contacts LG Chem formed with South Carolina because shipment of lithium ion battery cells or batteries to sophisticated manufacturers in South

Carolina was not related in any way to Appellant's claim that he was injured by use of an 18650 lithium ion cell as a standalone, replaceable battery.

I. The circuit court acted within the scope of its authority by considering matters outside the pleadings when granting the motion.

A. The circuit court had authority to consider matters outside the pleadings.

"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). To meet his burden, Appellant must establish both that the long-arm statute is satisfied and that constitutional due process is satisfied. South Carolina's long-arm statute requires a finding that the plaintiff's claims arise from the defendant's activities. *See* S.C. Code Ann. § 36-2-803(A)(4); *Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 150, 723 S.E.2d 835, 839 (Ct. App. 2012).

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 (1) in the complaint or (2) in affidavits. *See Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508; *Sullivan v. Hawker Beechcraft Corp*., 397 S.C. 143, 150, 723 S.E.2d 835, 839 (Ct. App. 2012).

It is well established that a circuit court has authority to consider matters outside the pleadings when considering a motion to dismiss for lack of personal jurisdiction. *Coggeshall v. Reprod. Endocrine Assocs. of Charlotte*, 376 S.C. 12, 16, 655 S.E.2d 476, 478 (2007) ("When a motion to dismiss attacks the allegations of the complaint on the issue of jurisdiction, the court is not confined to the allegations of the complaint but may resort to affidavits or other evidence to determine jurisdiction."); *see also*, *Power Prods.* 379 S.C. at 428, 665 S.E.2d at 663 (citing defendants' affidavits submitted to negate facts alleged in the complaint and support their argument that there was an insufficient nexus from their actions to support jurisdiction); *Hidria,*

USA, Inc. v. Delo, 415 S.C. 533, 538, 783 S.E.2d 839, 841 (Ct. App. 2016) (citing to affidavits submitted by both plaintiff and defendant in affirming the trial court's dismissal).

Further, Appellant offered affidavits and other extrinsic evidence in support of his Opposition to LG Chem's motion to dismiss. (R. pp. 72-73, 75-76, 79.) Appellant also argued to the circuit court that other trial courts within the state had considered and relied upon the same information when denying similar motions to dismiss brought by LG Chem in those cases. (R. pp. 79-81.)

Accordingly, even if it were error for the circuit court to consider extrinsic evidence, which it was not, Appellant invited the court to consider extrinsic evidence and therefore waived any argument that it was improper for the court to do so. *Gordon v. Busbee*, 397 S.C. 119, 130, 723 S.E.2d 822, 828 n.2 (Ct. App. 2012) ("An appellant cannot cause or invite the trial court to err and then complain about the court's actions on appeal.").

B. Appellant's generic and conclusory allegations were not sufficient to meet his burden of proof.

The circuit court correctly found that the Complaint did not establish a prima facie showing of personal jurisdiction because Appellant (1) did not plead any jurisdictional facts specific to the product at issue and (2) did not plead any facts showing a connection between Appellant's claims in this lawsuit and LG Chem's contacts with South Carolina. (R. p. 6.)

Vague and conclusory allegations cannot support the exercise of jurisdiction. Instead, a plaintiff must allege specific facts to establish the contacts necessary to invoke either general or specific jurisdiction. *See Power Prods.*, 379 S.C. at 433, 434, 436, 665 S.E.2d at 665, 666, 667 (affirming trial court's dismissal based on lack of personal jurisdiction because plaintiff did not establish facts—either through the complaint or affidavits—to confer jurisdiction). Conclusory allegations will not suffice. *Id.* at 433, 665 S.E.2d at 665, 666; *see also SouthStar Fin. LLC v. T-*

Zone Health Inc., No. 2:21-cv-02511-DCN, 2021 WL 5235223, at *2 (D.S.C. Nov. 10, 2021) (finding that complaint failed to allege enough facts to support specific personal jurisdiction).

In *Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 723 S.E.2d 835, 838 (Ct. App. 2012), the complaint alleged that the court had personal jurisdiction based on the same kind of allegations as found in Appellant's complaint:

> [E]ach [defendant] has caused tortious injury within this State as set forth herein, and each regularly does or solicits business, or engages in a persistent course of conduct or derives substantial revenue from goods used or consumed or services rendered in this State as contemplated under the statute.

Id. at 148, 723 S.E.2d at 835. The South Carolina Court of Appeals held that, even with a liberal construction of the statute and the complaint, the plaintiff had "failed to allege any facts that show that [the defendants] (1) have regular transactions of business or solicitation, (2) engage in a persistent course of conduct, (3) derive substantial revenue, or (4) consume goods or services rendered in South Carolina." *Id.* at 151, 723 S.E.2d at 839 (emphasis added).

In *Sonoco Products Co. v. ACE INA Insurance*, 877 F. Supp. 2d 398, 407 (D.S.C. 2012), the United States District Court for the District of South Carolina dismissed a case against a Canadian insurance company for lack of jurisdiction. Applying the same legal standard as South Carolina state courts (by construing the allegations in the light most favorable to plaintiff, drawing all inferences and resolving all factual disputes in its favor), the court held that the plaintiffs "offer nothing more than a conclusory statement to show that ACE INA solicited business in South Carolina." *Id.* at 407 (citing *Masselli & Lane, PC v. Miller & Schuh, PA*, 215 F.3d 1320 (Table) (4th Cir. 2000), for the proposition that a court need not "credit conclusory allegations" when deciding whether a plaintiff makes a prima facie showing of personal jurisdiction).

Here, the bulk of Appellant's jurisdictional allegations contained boilerplate legal conclusions matching the language of the long-arm statute.[3] (R. p. 18.) Appellant made no allegations about 18650 lithium-ion batteries specifically, but alleged only that LG Chem delivers and distributes "lithium ion battery products" to South Carolina companies and through the ports of South Carolina and that LG Chem "has known" since 2016 that individuals use LG Chem's lithium ion battery products to power devices such as flashlights and personal vaporizing devices. Appellant did not make any specific allegations that would show either contacts of LG Chem with South Carolina related to the particular product at issue in this case or how those contacts might possibly relate to Appellant's claims in this case.

Based on these insufficiently specific allegations, the circuit court acted well within its authority by looking beyond the pleadings to the extrinsic evidence offered by both parties.

C. The circuit court's Order is supported by uncontroverted evidence.

Appellant argues that the circuit court erred by weighing evidence in LG Chem's favor and misconstruing evidence as "uncontroverted" when it was not. This is incorrect.

LG Chem's evidence that it never designated, manufactured, distributed, advertised or sold 18650 lithium-ion battery cells for sale to consumers as standalone, replaceable batteries is uncontroverted. (R. pp. 37-38.) Appellant did not plead contrary facts, and Appellant did not introduce any evidence to controvert LG Chem's admissible evidence on this point.

With regard to the import charts, Appellant argues that the lower court should have found that Appellant met his burden of proof by submitting exhibits of spreadsheets that purportedly

[3] *See, e.g.*, R. p. 18 "LG Chem Ltd.'s products . . . cause tortious injury or death in South Carolina by acts or omissions occurring outside the state under circumstances where LG Chem Ltd. regularly does or solicits business, engages in other persistent conduct and/or derives substantial revenue from goods used or consumed or services rendered in the state of South Carolina."

showed shipments by LG Chem through a South Carolina port. Appellant also appears to argue that evidence of LG Chem's subsidiary's certificate of authority in South Carolina met his burden. Neither argument is correct. The spreadsheets are unauthenticated and inadmissible hearsay, and even if they were admissible, which they are not, they do not show that Appellant's claims arise out of or relate to those shipments or the subsidiary's certificate.

The circuit court properly considered the evidence and concluded that the facts submitted did not support Appellant's burden. LG Chem's counsel pointed out at the hearing that the charts were searchable, that the only entries showing any type of lithium ion battery going to South Carolina was going to a car manufacturer, and the charts only appeared to show one shipment of 18650 cells, which was going to a battery packer in Long Beach, California. (R. pp. 545-46, 574; R. p. 440 (correcting record to explain there appeared to be two shipments to the packer in California.) Further, LG Chem introduced evidence showing that, of the 13 shipments that were described as "lithium ion batteries" (only one of which occurred prior to the date of Appellant's alleged incident), not a single shipment involved 18650 lithium ion cells (R. p. 274.).[4] Appellant offered nothing to contradict that evidence.

It was only *after* the circuit court rendered its decision that Appellant submitted the charts in native excel format for the Court's review and argued that the record did not support one way

[4] Mr. Lee was a knowledgeable witness who set forth concrete and specific facts in his Affidavit. In particular, Mr. Lee attested that he worked at LG Chem for five years before LG Chem spun its battery business off in December 2020 and that his area of job responsibility included sales of battery packs and small application battery cells, including 18650 cylindrical lithium ion battery cells. Mr. Lee attested to the specific purpose for which LG Chem designed, manufactured, and sold its 18650 battery cells and specifically attested that LG Chem never did any business with the retailers that sold 18650 battery cells to Plaintiff as standalone consumer products and never authorized anyone to supply its 18650 cells to individual consumers as a standalone, replaceable battery. (R. p. 36.) In his Reply affidavit offered in response to Appellant's 59 pages of "import records", Mr. Lee further attested that not a single one of the entries on those 59 pages reflected shipment of 18650 lithium-ion cells to anyone in South Carolina. (R. p. 274.)

or the other whether or not the "lithium ion battery" shipments to South Carolina were "similar" to the product at issue. (R. p. 418.) This argument was untimely and therefore waived even if it had been correct, which it was not, because (1) LG Chem's admissible evidence explained that the shipments were not 18650 cells and (2) it appeared on the face of the evidence that Appellant submitted that the shipments were going to a car manufacturer. The circuit court was entitled to conclude that Appellant's import charts (even if they had been admissible) could not support a finding that LG Chem had directed activities to South Carolina that were related to Appellant's claim for injury allegedly resulting from use of an LG 18650 lithium-ion cell as a standalone, replaceable battery that he bought from a vape store to power his e-cigarette device.

Therefore, contrary to Appellant's argument, the circuit court did not improperly weigh evidence in LG Chem's favor. The circuit court did not need to weigh evidence, when Appellant offered nothing to contradict LG Chem's admissible evidence. The argument of counsel that he did not know what the charts meant does not constitute contrary evidence.

Further, the spreadsheets attached to Appellant's Motion for Reconsideration were unauthenticated and inadmissible hearsay. *See* SCRE 901 & Note (citing *State v. Jeffcoat*, 279 S.C. 167, 303 S.E.2d 855 (1983)) ("Even when evidence is properly authenticated, it must still be admissible under the other rules of evidence."); *State v. Anderson*, 386 S.C. 120, 126, 687 S.E.2d 35, 38 (2009) ("The analysis regarding the admissibility . . . involves a two-prong approach. . . . If a hearsay exception is applicable, then the next consideration in assessing admissibility is authentication."). Beyond a lack of foundation and authentication, the exhibits to Appellant's affidavits and memorandum are inadmissible hearsay even if they were relevant, which they are not. Thus, relying on Appellant's exhibits would be error, even if they supported his position, which they did not. *See Yarborough & Co. v. Schoolfield Furniture Indus., Inc.*, 275 S.C. 151, 153,

268 S.E.2d 42, 43 (1980) (finding that the court lacked personal jurisdiction and stating that plaintiff's counsel's affidavits were "conclusory in nature and based almost entirely on hearsay. We hold that they should have been excluded from the trial court's consideration"). Appellant did not address or otherwise contest in the lower court, or this Court, that his exhibits were inadmissible, and the inadmissibility of the exhibits remains uncontested.

With regard to LG Chem's subsidiary, LGCAI, Appellant argues that the lower court incorrectly held that he must show that the South Carolina contacts of LG Chem's subsidiary "could be legally imputed to LG Chem for those contacts to matter in this case" (citing Order at 5). The quote was taken out of context, as that paragraph of the Order was clearly addressing Appellant's own arguments from below that LGCAI's Certificate of Authority to do business in South Carolina and alleged shipping products through South Carolina were evidence that LG Chem itself had contacts with this State. For that to be a valid argument, Appellant would have had to meet a heavy burden to show that LGCAI is an alter ego of LG Chem for purposes of imputing contacts, and Appellant provided no facts whatsoever in response to LG Chem's evidence that there were none. (R. p. 273; *see also Black Magic, LLC v. Hartford Fin. Servs. Grp., Inc*., No. 2:20-CV-1743-BHH, 2021 WL 964969, at *5 (D.S.C. Mar. 15, 2021); J.*R. v. Walgreens Boots All., Inc*., 470 F. Supp. 3d 534, 549 (D.S.C. 2020); *Fitzhenry v. One on One Mktg. LLC*, No. 2:14-CV-4782-DCN, 2015 WL 4459023, at *5 (D.S.C. July 21, 2015).

Finally, Appellant argued that the circuit court should follow the decisions of five other trial courts that had denied similar motions to dismiss, based on similar evidence. LG Chem showed that those decisions were contrary to law and were not supported by the evidence introduced in those cases. For example, the record in two of the cases, *Williamson v. Pirates Cove Vapor Lounge, LLC, et al.,* 2019-CP-07-02270 and *Roberts v. Planet Vape, et al*., 2020-CP-10-

00912,[5] included admissible evidence, which those circuit courts failed to consider, showing that LGCAI never sold 18650 battery cells (or any type of lithium ion batteries) to *anyone* in South Carolina (let alone consumer retail vape stores). (R. pp. 395, 408-416.) And yet, Appellant relied on those cases to argue that LGCAI had distributed LG Chem's 18650 lithium ion batteries into South Carolina, which was not accurate. And a review of the entries on the import charts Appellant offered in opposition to LG Chem's motion to dismiss plainly showed that LGCAI was not involved in a single shipment of any "lithium ion battery" to South Carolina; instead, LGCAI was only involved in shipments of petrochemical products. (R. p. 274.) Therefore, Appellant's argument that the circuit court ignored evidence that LG Chem had a subsidiary (LGCAI) that distributed its lithium ion battery cells (including 18650) in South Carolina is both legally unsound and factually contradicted by the evidence. *See also Durham v. LG Chem, Ltd. et al*, No. 1:20-CV-01277-SDG, 2021 WL 1573899, at *2 (N.D. Ga. Apr. 22, 2021) *consolidated appeal filed* (dismissing LG Chem, Ltd. from five Georgia lawsuits for lack of personal jurisdiction and declining to transfer cases to other jurisdictions based on the plaintiffs' failure to establish personal jurisdiction in the transferee forums, the court also recognized that the plaintiffs in those cases had voluntarily dismissed LGCAI with prejudice because LGCAI "did not sell, manufacture, or distribute the batteries at issue in this litigation during the relevant time period.") (R. p. 441.)

As such, the circuit court in this case properly considered the evidence and concluded that Appellant had not offered any evidence to support a finding that LG Chem created contacts with South Carolina related in any way to his claims.

[5] After the circuit court denied LG Chem, Ltd.'s and LG Chem America, Inc.'s motions to dismiss in that case, the plaintiff voluntarily dismissed his claims against these entities after determining, based on review of CT scans, that the 18650 lithium-ion cell at issue in that case had not been manufactured by LG Chem, Ltd., but rather was a counterfeit cell that had been disguised by an unidentified third party to appear as an LG 18650 cell when it was not.

D. Appellant waived any argument for jurisdictional discovery.

To the extent Appellant may attempt to argue in his reply brief that the circuit court should have allowed him the opportunity to conduct jurisdictional discovery, that argument is waived.

First, the issue was not raised in his Initial Brief, and any argument not raised or argued in Appellant's initial brief is abandoned. *See Glasscock, Inc. v. U.S. Fid. & Guar. Co.*, 348 S.C. 76, 81, 557 S.E.2d 689, 692 (Ct. App. 2001) ("[E]ven though [Appellant] more fully addressed the issue in its reply brief, an argument made in a reply brief cannot present an issue to the appellate court if it was not addressed in the initial brief. Accordingly, we find that [Appellant's] argument was not properly presented to this Court and is deemed abandoned."); *Jackson v. Bi–Lo Stores, Inc.,* 313 S.C. 272, 277, 437 S.E.2d 168, 171 (Ct. App. 1993) (" '[T]hese arguments are not properly before this Court because an appellant cannot make new arguments for reversal in a reply brief.' "); see also, *State v. Hewins*, 409 S.C. 93, 118 n. 9, 760 S.E.2d 814, 827 n. 9 (2014) (Pleicones, J., concurring) ("It is well settled appellants may not make new arguments for reversal in their reply brief.").

Second, Appellant did not request jurisdictional discovery before the Court ruled on LG Chem's Motion to Dismiss. As the lower court correctly stated, "[i]mportantly, a motion for reconsideration is not a vehicle . . . 'to raise argument or present evidence that could have been presented prior to the entry of judgment.' " (R. p. 15) (citing *Dash v. Mayweather*, No. C/A 3:10-1036-JFA, 2010 WL 3606829, at *1 (D.S.C. Sept. 13, 2010) (quoting *Exxon Shipping Co. v. Baker*, 554 U.S. 471, n.5 (2008) (alterations added))). *See also Dixon v. Dixon*, 362 S.C. 388, 399, 608 S.E.2d 849, 854 (2005) (finding that party's failure to raise an alternate remedy was not preserved because it was first raised in a Rule 59 motion); *Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 563, 566–67, 762 S.E.2d 693, 695 (2014) (finding that it was error for the

court of appeals to consider an argument that was improperly raised for the first time in a Rule 59(e) motion to amend judgment after trial court granted partial summary judgment in favor of plaintiff); *Staubes v. City of Folly Beach*, 339 S.C. 406, 412, 529 S.E.2d 543, 546 (2000) ("It is well-settled that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial court to be preserved for appellate review."). Therefore, Appellant waived any request for jurisdictional discovery by failing to raise it until after the lower court had already issued an order dismissing the case.

Third, even if Appellant had timely raised a request for jurisdictional discovery or preserved the issue for appeal (which he did not), the circuit court would have been correct and well within his discretion to deny any such request because Appellant did not show why the belated jurisdictional discovery he sought in one sentence at the end of his Motion to Reconsider was appropriate or necessary. (R. p. 447.)

II. The circuit court correctly found that Appellant's claims did not arise out of or relate to contacts formed by LG Chem with South Carolina.

"The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case." *Cockrell*, 363 S.C. at 485, 611 S.E.2d at 505.

To meet the power prong, the suit must arise out of or relate to the defendant's contacts with the forum. *See Cockrell*, 363 S.C. at 491–94, 611 S.E.2d 505, 509–10 (2005); *Power Prods.*, 379 S.C. at 433–35, 665 S.E.2d at 665–67; *see also Ford Motor Co. v. Montana Eighth Jud. Dist.*, 141 S. Ct. 1017, 1025 (2021); *Bristol-Myers Squibb Co. v. Superior Court*, 137 S. Ct. 1773, 1780 (2017) (citing *Daimler AG v. Bauman*, 571 U.S. 117, 127 (2014).) 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; *Power Prods*., 379 S.C. at 432, 665 S.E.2d at 665; *Coggeshall*, 376 S.C. at 16, 655 S.E.2d at 478

(citing *Cockrell*, 363 S.C. 485, 611 S.E.2d 505); *see also SouthStar Fin. LLC v. T-Zone Health Inc*., .No. 2:21-cv-02511-DCN, 2021 WL 5235223, at *3 (D.S.C. Nov. 10, 2021) (citing *Ford* and *Bristol-Myers*).

The circuit court correctly found that Appellant did not satisfy his burden of proof on this issue, requiring dismissal of the complaint against LG Chem.

A. Affiliation between the lawsuit and the forum must be created by the defendant, which did not happen here.

Appellant argues that the lower court erred when concluding that Appellant had failed to show the required affiliation between his claims and LG Chem's actions. (Initial Brief, at 13) Appellant quotes *Ford* for the proposition that the required affiliation exists if a product manufactured by LG Chem allegedly malfunctions in the state. That is not an accurate summary of *Ford*'s holding.

In *Ford*, the Supreme Court reiterated that the constitutional touchstone focuses on the contacts between the defendant and the forum state—not contacts with the forum formed by the plaintiff or other third parties. *Ford*, 141 S. Ct. at 1026 (specific jurisdiction requires "a connection between the defendant's contacts with the forum and the specific claims at issue") (quoting *Bristol-Myers*, 137 S. Ct. at 1776)); *see also Walden*, 571 U.S. at 284; *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 414 (1984) ("When a controversy is related to or 'arises out of' a defendant's contacts with the forum, the Court has said that a 'relationship among the defendant, the forum, and the litigation' is the essential foundation of in personam jurisdiction.")

In *Ford*, which consolidated two cases that originated in Montana and Minnesota state courts, the Supreme Court found that those two states had properly exercised personal jurisdiction over Ford in cases in which a consumer plaintiff asserted product liability claims against the company based on use of a Ford vehicle that had arrived in the forum state (where the accident

occurred) as the result of consumer relocations and resales, and was not designed, manufactured, or sold in the forum by Ford. Although Ford did not bring the specific vehicles to the forum states, Ford itself engaged in extensive and wide-ranging activities in the forum state in furtherance of its undisputed intention to serve a consumer market for the very same type of vehicles at issue.

It was Ford, not unauthorized third parties, that supplied consumers in Minnesota and Montana with Ford vehicles (and specifically Explorers and Crown Victorias); it was Ford, not unauthorized third parties, that advertised those vehicles to in-state consumers on TV and billboards and by "every means imaginable"; and it was Ford that licensed dealers to sell, maintain, and repair Ford cars in Minnesota and Montana. *Ford*, 141 S. Ct. at 1028. As the Court noted, Ford had "a veritable truckload" of relevant, suit-related contacts with the forum States. *Id*. at 1031.

By contrast, here, it was unauthorized third parties—not LG Chem—that supplied consumers in South Carolina with lithium ion battery cells through retail stores that had no connection to LG Chem. There were no retailers licensed by LG Chem to supply LG lithium ion battery cells directly to consumers. There were no dealers authorized by LG Chem to repair or replace lithium ion battery cells for consumers. There were no TV or billboards or other advertisements whereby LG Chem "urged" consumers to purchase lithium ion battery cells as standalone, replaceable batteries for any purpose. Any connections that exist between South Carolina and this lawsuit were formed entirely by Plaintiff and other third parties; none by LG Chem.

Similarly, in *Cockrell*, the Supreme Court of South Carolina found personal jurisdiction was lacking over defendants—the University of Massachusetts at Lowell Baseball Research Center and James Sherwood, a mechanical engineer and Director of the Research Center—because

the subject product (baseball bats) "did not arrive in South Carolina through the respondents' efforts." 363 S.C. at 494, 611 S.E.2d at 510. Instead, the bats arrived in South Carolina through the unilateral efforts of the distributor, Hillerich.

Here, LG Chem's purported involvement with the subject suit is even more attenuated than the defendants in *Cockrell* or *Ford*. LG Chem introduced admissible, uncontroverted evidence showing that it never served a consumer market in South Carolina for standalone, replaceable 18650 batteries and never authorized anyone to sell its 18650 cells directly to consumers for use as standalone, replaceable batteries. (R. pp. 37-38.)

B. The circuit court was correct to focus on facts concerning the particular product at issue, rather than Appellant's vague allegations about "lithium ion battery products" in general.

The U.S. Supreme Court's precedents make clear that the manufacturer's forum contacts must relate to the specific product at issue in the suit, not any product a manufacturer might sell. *See Ford*, 141 S. Ct. at 1028 ("Ford had advertised, sold, and serviced those two car models in both States for many years. *(Contrast a case, which we do not address, in which Ford marketed the models in only a different State or region.)* In other words, Ford had systematically served a market in Montana and Minnesota for the very vehicles that the plaintiffs allege malfunctioned and injured them in those States.") (emphasis added). Appellant's argument that "a lithium ion battery is a lithium ion battery" fails in the face of this controlling authority.

In support of his argument on this point, Appellant relies on the Georgia case of *LG Chem, Ltd. v. Lemmerman*, 863 S.E.2d 514 (Ga. Ct. App. 2021). That reliance is misplaced for a host of reasons. *First*, unlike South Carolina, which (like most states) places the burden of proving jurisdiction on the plaintiff, Georgia requires the defendant to carry the burden of proof on this issue. *See Amerireach.com, LLC v. Walker*, 719 S.E.2d 489, 496 (Ga. 2011), *as amended on denial*

of reconsideration (Dec. 8, 2011) ("Having moved to dismiss for lack of personal jurisdiction, Appellants had the burden of proving such lack of jurisdiction.").

Second, in *Lemmerman*, the plaintiff specifically alleged in his complaint "that LG Chem advertised, marketed, sold, distributed, and placed its 18650 lithium-ion batteries (including the battery at issue in this case) into the stream of commerce in Georgia through the use of wholesalers, distributors, and retailers with reasonable expectation that [its products] would be used in this state and which [were] in fact used in this [S]tate." *Lemmerman*, 361 Ga. App. at 165, 863 S.E.2d at 518. The Georgia court found the absence of contradictory evidence determinative of the jurisdictional issue. Therefore, this decision in no way supports Appellant's argument that it does not matter what type of lithium ion battery is at issue. To the contrary, the *Lemmerman* decision directly undermines that argument and further highlights that the circuit court was correct to look past generic allegations that LG Chem supplied "lithium ion battery products" into South Carolina, on which Appellant here so heavily relies, and instead to focus on the particular product at issue in this suit – which Appellant contends is an LG 18650 cell.

Third, in bringing this decision to the Court's attention, Appellant does not inform the Court of the numerous other courts (trial and appellate) that have found personal jurisdiction lacking over LG Chem in other jurisdictions based upon the same analysis supporting the circuit court's decision here, including neighboring North Carolina. *See, e.g. Miller v. LG Chem, Ltd*., 2022-NCCOA-55, 281 N.C. App. 531, 868 S.E.2d 896; *LG Chem, Ltd. v. Superior Ct. of San Diego Cnty*., 80 Cal. App. 5th 348, 295 Cal. Rptr. 3d 661 (2022); *Kadow v. LG Chem, Ltd*., No. B309854, 2021 WL 5935657 (Cal. Ct. App. Dec. 16, 2021), *review denied* (Mar. 30, 2022); *State ex rel. LG Chem, Ltd. v. McLaughlin*, 599 S.W.3d 899 (Mo. 2020); *Eriksen v. ECX, LLC, et al.,* No. 79473-I, 2020 WL 6395534 (Wash. Ct. App. Nov. 2, 2020) (unpublished); *LG Chem, Ltd. v.*

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C. Unrelated activities in the forum do not count.

Appellant's focus on whether it could be determined from the import charts whether the "lithium ion batteries" were 18650 lithium-ion cells is misguided. First, LG Chem introduced admissible affidavit testimony establishing that the listed shipments to car manufacturers were not 18650 lithium ion battery cells. (R. pp. 271-275.) Second, and dispositive here, is the fact that – regardless of what type of battery cells were shipped to the car manufacturer (and the admissible evidence showed they were not 18650 cells) – shipments of lithium ion battery cells to a manufacturer or battery packer to be incorporated with protective circuity (not sold loose as standalone batteries to consumers) is not related in any way to the claims at issue in this case, as the circuit court correctly found.

Indeed, the U.S. Supreme Court has held that, even when the manufacturer has extensive in-state contacts for the very product at issue, such contacts cannot support the exercise of specific jurisdiction if unrelated to the litigation. *Bristol-Myers*, 137 S. Ct. at 1781 ("[E]ven regularly occurring sales of a product in a State do not justify the exercise of jurisdiction over a claim unrelated to those sales."); *Goodyear Dunlop Tire Operations, S.A. v. Brown*, 564 U.S. 915, 919 n. 6 (2011) (same). In *Bristol-Myers*, the non-resident defendant had five research laboratories in the forum state that employed 160 employees, 250 in-state sales representatives, an in-state government advocacy center, and an in-state distributor – all for the very drug at issue in the case

(Plavix), but the Court still found jurisdiction lacking because those extensive, in-state contacts were not related to the non-resident plaintiffs' claims. *Bristol-Myers*, 137 S. Ct. at 1781 ("[E]ven regularly occurring sales of a product in a State do not justify the exercise of jurisdiction over a claim unrelated to those sales."); *Goodyear*, 564 U.S. at 919 n. 6. *Fidrych v. Marriott Int'l, Inc.*, 952 F.3d 124, 140 (4th Cir. 2020) ("Marriott's qualification to do business in South Carolina and its involvement in ninety hotels in the state have nothing to do with the claims asserted in this case and thus are not relevant to our inquiry.") (citing *Walden*, 571 U.S. at 284); *Wallace v. Yamaha Motors Corp., U.S.A.*, No. 9:19-CV-0730-DCN, 2019 WL 6170419, at *4 (D.S.C. Nov. 20, 2019) *aff'd sub nom. Wallace v. Yamaha Motors Corp, U.S.A.*, No. 19-2459, 2022 WL 61430 (4th Cir. Jan. 6, 2022)) (citing and quoting *Goodyear* to support the court's finding that "[t]he fact that Yamaha sells or markets the same type of motorcycle as the one involved in Wallace's accident in South Carolina is not a connection between Wallace's claims and Yamaha's contacts that might support specific jurisdiction").

Applying these authorities, two California Courts of Appeal recently found personal jurisdiction lacking over LG Chem cases involving similar claims, despite evidence in that case showing that LG Chem extensively supplied 18650 battery cells to original equipment manufacturers and battery packers in that state (California) because those sales were unrelated to the plaintiff's claims. *See, LG Chem, Ltd. v. Superior Ct. of San Diego Cnty.*, 80 Cal. App. 5th 348, 295 Cal. Rptr. 3d 661 (2022) (*Lawhon*); *Kadow v. LG Chem, Ltd.*, No. B309854, 2021 WL 5935657, at *1 (Cal. Ct. App. Dec. 16, 2021); *see also*, *Richter v. LG Chem, Ltd.*, No. 18-CV-50360, 2022 WL 5240583 (N.D. Ill. Sept. 27, 2022) (sales to sophisticated customers in Illinois were not related to personal injury claims arising from use of 18650 lithium-ion cell as a standalone, replaceable battery for a vaping device).

Therefore, the circuit court correctly found that Appellant's allegations or exhibits showing that LG Chem supplied products to South Carolina could not satisfy due process because Appellant did not (and could not) show that his claim of injury by use of an 18650 lithium-ion battery cell (that he bought from a South Carolina vape store) as a standalone battery to power his e-cigarette was sufficiently related to any conduct LG Chem directed to South Carolina to satisfy due process.

D. Awareness of the activities of third parties cannot support the exercise of jurisdiction.

"In addition, the defendant's activities directed to a resident of this State must be its own and not the unilateral activities of some other entity." *S. Plastics*, 310 at 261, 423 S.E.2d at 131; *see also Walden v. Fiore,* 571 U.S. 277, 291 (2014) (holding that, for purposes of personal jurisdiction, "it is the defendant, not the plaintiff or third parties, who must create contacts with the forum State"); *Madden v. Petland Summerville, LLC*, No. 2:20-CV-02953-DCN, 2021 WL 5770294, at *4 (D.S.C. Dec. 6, 2021) (finding that marketing actions—which were those of a Summerville, South Carolina franchise, not the defendant franchisor—could not be attributed to the nonresident franchisor for jurisdictional purposes) (citing *Walden*, 571 U.S. at 278).[6]

Appellant argues that what matters is that "the battery was available for [Appellant's] purchase in South Carolina. (Initial Brief, at 22.) But this argument ignores the complete lack of

[6] Despite well-settled state and federal jurisdictional law supporting the lower court's holding that jurisdiction cannot be based on the unilateral activities of a third party, Appellant argues that the court's analysis on this issue is antithetical to South Carolina's strict liability law. This argument was not raised or ruled on by the lower court and, therefore, is not preserved for appeal. *See Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998); *Byrd ex rel. Julia B. v. McLeod Physician Assocs. II*, 427 S.C. 407, 418, 831 S.E.2d 152, 157 (Ct. App. 2019). Even if it were preserved, however, the strict liability statute (and cases cited by Appellant on the merits of a strict liability claim) do not address personal jurisdiction and are irrelevant to the constitutional issues underlying a personal jurisdiction analysis.

evidence that LG Chem had anything to do with its 18650 battery cell (if, in fact, the cell at issue in this case was manufactured by LG Chem – which has not been established) arriving in a South Carolina vape store available for purchase by a consumer. And unlike the *Ford* case, where Ford did not direct the specific cars at issue to the forum state but did extensively serve a consumer market in those states for those very type of vehicles, here, the undisputed evidence supports the circuit court's finding that LG Chem did not serve a consumer market in South Carolina for the type of product at issue here (standalone 18650 batteries).

III. The circuit court correctly found that the stream of commerce analogy did not support the exercise of jurisdiction on the facts of this case.

A. *Sumatra* does not stand for the proposition that a manufacturer is subject to jurisdiction in any forum where its product may be found.

Appellant alleged that LG Chem manufactured a product outside the state and expected that it would be distributed or misused [by others] in South Carolina. *See* Compl. ¶ 10(b), 10(d)–(e)). Appellant argues that, under *State v. NV Sumatra Tobacco Trading, Co*., 379 S.C. 81, 666 S.E.2d 218 (2008), these allegations are sufficient to support the exercise of jurisdiction "regardless of how [the battery cells] arrived in South Carolina." (Appellant's Initial Brief, at 22.)

Appellant's interpretation of *Sumatra* is incorrect, however, because that interpretation does not follow from *Sumatra* and because it is inconsistent with U.S. Supreme Court precedents recognizing that alleged awareness of third party actions is legally insufficient to support the exercise of specific jurisdiction. Instead, "it is the defendant's actions, not his expectations, that empower a State's courts to subject him to judgment." *J. McIntyre Mach., Ltd. v. Nicastro*, 564 U.S. 873, 883 (2011) (plurality op.); *Ford*, 141 S. Ct. at 1025 (the relevant "contacts must be the defendant's own choice"); *World-Wide Volkswagen Corp. v Woodson*, 444 U.S. 286, 297 (1980) ("[T]he 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.").

Under these precedents, contrary to Appellant's argument, it *does* matter how products of the type at issue arrive in the state. In *Ford*, there was specific jurisdiction despite Ford not having brought the particular car at issue into the state. But Ford conceded that it extensively served consumer markets in the forum states for the exact same types of cars at issue – Ford Explorers and Crown Victorias. Even though the specific cars at issue did not arrive in the forum for purchase by consumers through Ford's actions, it was undisputed that numerous other cars (of the same type) did. Thus, the U.S. Supreme Court rejected Ford's causation-only argument.

But here, by contrast, it is true *not only* that the particular 18650 lithium-ion cell at issue in this case (if LG Chem even manufactured it, which was never established) arrived in South Carolina through the unilateral actions of third parties *but also* that *any* 18650 lithium ion cell that arrived in any vape store or other retailer in South Carolina for sale to a consumer as a standalone battery can only have done so through the unilateral actions of third parties, and not resulting from or related to any conduct LG Chem directed here.

In *Sumatra*, our Supreme Court recognized that "[t]he 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." 379 S.C. at 89, 666 S.E.2d at 222 (emphasis added). The Court concluded this standard was met in *Sumatra* in light of the volume of cigarettes the defendant admittedly distributed for sale to consumers throughout the United States, including 7 million cigarettes to consumers in South Carolina. But here, LG Chem denies

that it distributed any 18650 battery cells to anyone for sale as a standalone product to consumers in South Carolina—or anywhere else. And despite Appellant's argument that LGCAI's subsidiary distributed batteries here, Appellant did not make any such allegations in the Complaint and did not offer any evidence to support the statement – which is simply untrue.

Appellant's expansive interpretation of *Sumatra* would effectively eliminate the protections of due process for a foreign manufacturer, because a plaintiff could meet his burden of proving jurisdiction by simply alleging – in conclusory fashion and without supporting evidence – that a foreign manufacturer placed its products into the stream of commerce and expected they would make their way to South Carolina. That is not the law.

B. *Sumatra* is distinguishable on its facts.

In *Sumatra*, the South Carolina Supreme Court 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). The facts of the case before this Court are highly distinguishable from those in *Sumatra.* In that case, the Indonesian cigarette manufacturer admitted that it intended to sell its cigarettes to consumers throughout the United States, including almost seven million cigarettes sold to consumers in South Carolina in one year as the direct result of its intended chain of distribution. *Id.* at 87–92, 666 S.E.2d at 221–24. Further, in *Sumatra*, the Indonesian manufacturer sold its cigarettes to its designated distributor, which then distributed the cigarettes to South Carolina for the specific purpose of distributing them to consumers as a consumer product. *Id*., at 86, 666 S.E.2d at 220.

By contrast, here, Appellant did not allege, nor could he, that LG Chem distributed its 18650 lithium ion battery cells directly to consumers as a standalone product, or to any distributor or other intermediary for the purpose of supplying the cells directly to consumers as a standalone

product. And LG Chem's admissible evidence showed that LG Chem did not design, manufacture, distribute, advertise, or sell its 18650 battery cells directly to or for use by consumers as standalone, replaceable batteries, and that it never authorized anyone else to do so either. (R. pp. 37-38.) This important fact readily and materially distinguishes *Sumatra* from the case before this Court.

The *Sumatra* court itself recognized that a decision on personal jurisdiction must be based on the unique facts of each case, and the distinguishable facts of this case cannot be shoehorned within the holding of *Sumatra*, as the circuit court correctly found.

IV. The circuit court correctly found that the fairness prong did not support a finding of personal jurisdiction.

South Carolina courts recognize that to satisfy due process, the court must find that (1) the defendant has the requisite minimum contacts with the forum, without which the court does not have the power to adjudicate the action (the power prong); and (2) the exercise of jurisdiction would be "reasonable" or "fair" (the fairness prong). *See S. Plastics Co. v. S. Commerce Bank*, 310 S.C. 256, 260, 423 S.E.2d 128, 131 (1992).

Because the power prong was not satisfied, the circuit court correctly concluded that it was not necessary to reach the fairness prong. In a case where due process is not satisfied, fairness considerations simply do not come into play. "Even if the defendant would suffer minimal or no inconvenience from being forced to litigate before the tribunals of another State; even if the forum State has a strong interest in applying its law to the controversy; [and] even if the forum State is the most convenient location for litigation." *World-Wide Volkswagen Corp v. Woodson*, 444 U.S. 286, 294 (1980). Therefore, the circuit court correctly found that it need not reach the fairness prong, because the power prong was not satisfied.

The circuit court also correctly found that, even if it did reach the fairness prong, exercising personal jurisdiction in this case would be unconstitutionally reasonable and unfair to subject LG

Chem to personal jurisdiction in South Carolina when it played no part in the path that brought its alleged product here. *S. Plastics Co.*, 310 S.C. at 260, 423 S.E.2d at 131 (finding it would be unfair to subject a bank to jurisdiction in any state where its letter of credit might be used); *Straight*, No. 2:20-CV-6551, 2022 WL 16836722 (S.D. Ohio Nov. 9, 2022) (rejecting plaintiff's fairness arguments and finding that it would be unreasonable to exercise jurisdiction over LG Chem in a suit in Ohio where the record contradicted plaintiff's factual assertion that LG Chem was "flooding" the U.S. vaping market with 18650 cells).

CONCLUSION

For the reasons stated above, this Court should affirm the judgment of the circuit court.

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Reid Fleming,..... Appellant,

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LG Chem, Ltd. ..... Respondent

CERTIFICATE OF COUNSEL

The undersigned certifies that this Final Brief of Respondent complies with Rule 211(b), SCACR.

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Appellant Reid Fleming submits this Reply to the brief of Respondent LG Chem, Ltd. This appeal is about LG's attempt to avoid civil liability for its defective lithium-ion batteries under the guise of specific jurisdiction. LG's entire brief is based on its argument that, because it allegedly did not manufacture a lithium-ion battery intended for use as a standalone consumer product, it is not subject to specific jurisdiction for any case brought by plaintiffs injured while using a lithium-ion battery as a standalone consumer product. Its argument is a merits defense and has no place in a jurisdictional analysis. Perhaps more importantly, (1) LG denied only that it sold a size 18650 lithium-ion battery as a standalone consumer product but never denied that it imported or sold 18650 lithium-ion batteries in South Carolina. (R. pp. 35-38, 272-75); and (2) LG cites to no law that considers a consumer's use of a product as part of the jurisdictional analysis. The lower court's acceptance and reliance on LG's incorrect premise is a legal error that warrants reversal.

FACTS

LG's facts focus almost exclusively on whether it manufactured, distributed, or sold a lithium-ion battery for use as a standalone consumer product but does not deny that it does business in South Carolina, sells lithium-ion batteries in South Carolina, maintains minimum contacts with South Carolina, or ever sold a size 18650 lithium-ion battery in South Carolina. Fleming replies to two of LG's specific factual allegations.

LG attacks Fleming's citation to a deposition transcript showing that LG supplied a size 18650 battery for an e-cigarette product. (Br. of Resp't pp. 7-8; R. pp. 417-26). LG argues that it only intended for their incorporation to circuitry inaccessible to a consumer. (Br. of Resp't p. 7). In its two supporting affidavits, LG never denies that it knew consumers used its batteries as consumer standalone products. (R. pp. 35-38, 272-75). Given the length and dearth of litigation involving exploding LG batteries used as standalone consumer products, LG must at some point

stop pretending it did not know that consumers used its lithium-ion batteries as standalone products. *See Dilworth v. LG Chem, Ltd.*, 2022 Miss. LEXIS 254, 18 (Sup. Ct. Miss. 2022) ("[A]t some point LG Chem has to stop acting surprised.").

LG accuses Fleming of creating a "misimpression" that it imported 984 lithium-ion battery shipments into South Carolina. (Br. of Resp't p. 5). There is no misimpression. Fleming's memorandum to the lower court states that import data "shows 984 shipments through the Port of Charleston, with 818 of those shipments co-signed by LGCAI." (R. p. 76). Fleming's brief to this Court likewise states that Judge Jefferson found evidence "that LG Chem America imported 984 shipments of LG's products." (App. Br. p. 5). That statistic comes directly from an unappealed order denying LG Chem's motion to dismiss for lack of specific jurisdiction in *Williamson v. Pirates Cove Vapor Lounge, LLC, et. al*, 2019-CP-07-02270 (June 21, 2021). In that order, Judge Deadra Jefferson wrote "Plaintiff alleges that Defendant LG Chem America, Inc., a wholly-owned subsidiary of Defendant LGC[hem], aided in importing 984 shipments of Defendant LGC[hem]'s products," and cited to an affidavit submitted by the plaintiff. (R. p. 262 n.5). Fleming did not make or create a misimpression about the shipments.

ARGUMENT

In its response, LG cites to no law from the United States Supreme Court, the Fourth Circuit, South Carolina District Court, or South Carolina state courts that hold specific jurisdiction in a product liability action exists only where the specific product model size is sold in the forum state by the manufacturer **and** used in the exact manner intended by the manufacturer. LG's unfounded argument on this point is the basis of the lower court's holding. Because the law does not support this premise and the facts alleged and presented below do support specific jurisdiction under the correct legal analysis, this Court should reverse.

LG states that the "crux" of this case is whether the lower court correctly held that Fleming's jurisdictional allegations are "vague and conclusory." (Br. of Resp't p. 9). The "crux" of this appeal is the lower court's holding that specific jurisdiction is based on the defendant-manufacturer's intended use of a product. If the Court finds this premise legally incorrect—which it should—then the lower court's entire decision must be reversed.

I. FLEMING ESTABLISHED A PRIMA FACIE SHOWING OF SPECIFIC JURISDICTION IN THE COMPLAINT.

The lower court's holding on Fleming's prima facie complaint allegations is based on the incorrect premise that the defendant-manufacturer's intended use for a product is part of the specific jurisdiction analysis. It held the jurisdictional allegations insufficient because of an absence of allegations about a battery "that was re-sold as a standalone consumer battery." (R. p. 6). As explained in Fleming's initial brief, the falsity of that legal premise is grounds for reversing the lower court's entire decision. (Br. of App. pp. 14-17).

In its response, LG does not cite to law that states the defendant-manufacturer's intended use for a product is part of the specific jurisdiction analysis. (Br. of Resp't pp. 13-15). Instead, it cites to case law about the conclusory nature of jurisdictional allegations. *Id.* None of the cases LG cites discuss the defendant-manufacturer's intended use of a product. *Power Prods. & Servs. Co. v. Kozma*, 379 S.C. 423, 665 S.E.2d 660 (Ct. App. 2008) (addressing misappropriation of trade secrets and where tortious conduct occurred); *Sonoco Prods. Co. v. ACE INA Ins.*, 877 F. Supp. 2d 398 (D.S.C. 2012) (addressing failure to insure plaintiffs where defendant was a Canadian corporation that wrote a Canadian insurance policy);[1] *Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 723 S.E.2d 835 (Ct. App. 2012) (addressing a plane crash and jurisdictional

[1] *Sonoco* actually supports Fleming's arguments on appeal. The District Court stated that "the jurisdictionally significant relationship" is "the extent to which [the defendant] availed itself of the privilege of doing business in South Carolina." *Id.* at 406-07. It made no mention of any consideration of the defendant's intent for a consumer's use of its products but, instead, rejected that premise when it stated that the focus was not on "the activities of" the plaintiff. *Id.* at 407.

allegations that "repeat[ed]" the language of the long-arm statute).

LG incorrectly argues that Fleming did not make allegations about the relatedness of his claims to LG's South Carolina contacts. (Br. of Resp't p. 15). To the contrary, Fleming alleged that LG serves a market in South Carolina for its lithium-ion batteries and one malfunctioned here and injured Fleming. (R. pp. 19-20). Fleming alleged that LG knew, before his injury, that consumers bought and used its lithium-ion batteries in vaping and e-cigarette devices and did nothing to stop those sales in South Carolina. (R. p. 19). Fleming alleged that the LG battery he bought is a well-known battery in the vaping community and that LG knew or anticipated that a consumer would use its battery in a vaping device. (R. p. 21). These allegations are more than sufficient as prima facie evidence of the relatedness requirement, and the lower court erred in finding to the contrary.

Finally, LG's arguments as to evidence outside of the pleadings and jurisdictional discovery are not at issue on appeal. (Br. of Resp't pp. 11-13, 20-21). Fleming did not argue that the lower court may not consider matters outside of the pleadings but, instead, argued its analysis of the evidence presented is legally flawed.

Fleming presented a prima facie showing of specific jurisdiction in the complaint, and this Court should reverse the lower court's holding to the contrary.

II. THE LOWER COURT INCORRECTLY FOCUSED ON WHETHER LG SERVED A CONSUMER STANDALONE MARKET FOR A SIZE 18650 BATTERY AND, REGARDLESS, THE EVIDENCE OF LG'S MARKET ACTIVITIES FOR THE SIZE 18650 LITHIUM-ION BATTERIES IS CONTESTED.

LG's argument on this issue misses the mark by continuing to inject as part of the due process analysis whether it intended use of lithium-ion batteries as a standalone consumer product. (Br. of Resp't p. 15). This consideration is wholly irrelevant. Regardless, LG's individual arguments also fail on the merits.

LG focuses largely on the evidence of its imports to South Carolina. It disputes the substance of the evidence and whether it is admissible. As to substance, the evidence shows that LG regularly imports lithium-ion batteries into the port of Charleston in South Carolina. (R. pp. 243, 282-385). Fleming bought the LG 18650 lithium-ion battery that exploded and injured him from a South Carolina retailer. Whether that particular battery came through the port or got to South Carolina through other means is not dispositive of specific jurisdiction. *See State v. NV Sumatra Tobacco Trading, Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008) (finding specific jurisdiction where foreign manufacturer alleged it sold only to an independent reseller and did not actually ship or sell the product in the United States). The point is that LG ships lithium-ion batteries into South Carolina—purposefully availing itself of the privilege of conducting business in this State—and should expect to be haled into court in South Carolina for injuries caused by its batteries. Just recently, the United States Supreme Court "reaffirmed" that "when a corporation has continuously and deliberately exploited a State's market, it must reasonably anticipate being haled into that State's courts to defend actions based on products causing injury there." *Ford Motor Co. v. Mont. Eighth Judicial Dist. Court*, 141 S. Ct. 1017, 1027 (2021) (internal citation and alteration marks omitted). Finally, it is significant that LG fails to respond to Fleming's point that whether the battery got to Fleming through LG's efforts or a third party has nothing to do with specific jurisdiction but, rather, is the subject of a claim between LG and the third party. (Br. of App. pp. 15-16). LG's silence on this point is telling of the weakness of its argument.

As to admissibility, LG cites to no law requiring that evidence of specific jurisdiction is admissible at trial as part of the due process analysis.[2] Hearsay, by definition, applies to a statement "other than one made by the declarant **while testifying at the trial or hearing**, offered in evidence to prove the truth of the matter asserted." Rule 801(c), SCRE (emphasis added). The import data is not offered at trial. Regardless, the evidence is properly authenticated by affidavit and is a nonhearsay record of regularly conducted activity and a public record and report under Rules 803(6) & (8), SCRE.

LG argues that the lower court should not have considered the import data because Fleming submitted it to the lower court in a PDF format prior to the hearing but in a "native excel format" after the lower court issued its order. (Br. of Resp't p. 16). This argument is disingenuous at best. LG does not argue there is any difference in the evidence but only that it is in two formats. The native excel files enabled the lower court to search for itself, and there is nothing improper about providing the court with a more convenient evidentiary format.

LG accuses Fleming of taking "out of context" the lower court's ruling that Fleming must show LG Chem America's South Carolina contacts could be imputed to LG for those contacts to matter in this case. (Br. of Resp't p. 18). Nothing is taken out of context. Rather, the lower court's order is broadly worded—"Plaintiff did not show that non-party LGC[hem]A[merica]I's contacts could be imputed to LG." (R. p. 7). Many of the shipments of LG's batteries to the Port of Charleston are to LG Chem America as Consignee, and Fleming wants to ensure on appeal that those contacts are not seen as disregarded by the lower court. (Br. of App. p. 17).

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[2] LG cites to *Yarborough & Co. v. Schoolfield Furniture Indus., Inc.*, 275 S.C. 151, 268 S.E.2d 42 (1980), for the proposition that the lower court would have erred if it relied on Fleming's exhibits of import data. (Br. of Resp't p. 17). *Yarborough* does not support this position. In *Yarborough*, the Court held that two affidavits prepared by the respondent's counsel in support of personal jurisdiction were "conclusory" and based on hearsay. *Id.* at 153, 268 S.E.2d at 43. It does not state that evidence of specific jurisdiction must be admissible at trial or that data which is properly authenticated and not hearsay is improper evidence of specific jurisdiction.

Finally, LG argues that the lower court correctly ignored and ruled contrary to five other circuit court decisions that found specific jurisdiction existed over LG in cases involving exploding lithium-ion batteries. (Br. of Resp't pp. 18-19). LG argues that it proved the other circuit courts were wrong in those decisions. *Id.* It is neither appropriate nor procedurally proper for LG or the lower court to decide that other circuit court judges erred in their rulings. LG cannot reargue an adverse decision in another case. Instead, the decisions of other circuit court judges on the same issue are relevant, persuasive evidence that the lower court unnecessarily discounted, especially where the legal argument is the same and similar facts support the rulings.

LG never denied that it imported or sold 18650 lithium-ion batteries in South Carolina. (R. pp. 35-38, 272-75). It only denied that it sold them in South Carolina (or anywhere) as a standalone consumer product. *Id.* The lower court's rulings on alleged "uncontroverted" evidence are unsupported by the evidence and are legal error, and this Court should reverse.

III. LG'S IMPORTS AND SALES OF LITHIUM-ION BATTERIES IN SOUTH CAROLINA SUPPORT THE EXERCISE OF SPECIFIC JURISDICTION IN THIS CASE.

LG's argument on this issue is that, for specific jurisdiction to exist in this case, it must have intended to and actually sold the size 18650 lithium-ion battery in South Carolina as a standalone consumer product. (Br. of Resp't pp. 22-29). Despite Fleming's arguments to the contrary, LG still cannot cite to a single case that requires the defendant to sell or distribute to an in-state retailer the exact size product at issue for its intended purpose. (Br. of App. p. 17). LG's four arguments on this issue are a misstatement of the law and evidence in this case.

First, LG's South Carolina contacts are the basis of the relatedness requirement. LG cites to *Ford Motor Co. v. Mont. Eighth Judicial Dist. Court*, 141 S. Ct. 1017 (2021), and *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 611 S.E.2d 505 (2005), in support of its argument that specific jurisdiction does not exist because alleged "unauthorized third parties"

and not LG supplied South Carolina consumers with its lithium-ion batteries. (Br. of Resp't pp. 22-24). Neither case supports LG's argument.

In *Ford*, the plaintiffs were residents of the forum states and suffered injury in the forum states. 141 S. Ct. at 1023. The Ford vehicles at issue were not designed, manufactured, or first sold in the forum states, but Ford did sell the same models in the forums. *Id.* at 1022-24. The Supreme Court rejected Ford's argument that the relatedness requirement is satisfied "only if the defendant's forum conduct gave rise to the plaintiff's claims." *Id.* at 1026 (internal quotation and alteration marks omitted). It held the specific jurisdiction inquiry "**never**" required "proof that the plaintiff's claim came about because of the defendant's in-state conduct." *Id.* at 1026 (emphasis added). Instead, specific jurisdiction can attach "when a company like Ford serves a market for a product in the forum State and the product malfunctions there." *Id.* *Ford* did not hold that a manufacturer's suit-related forum contacts must include direct evidence that it sold the specific size product in the state.

LG argues that *Ford* means, for specific jurisdiction to exist, it must directly authorize or license a dealer to sell lithium-ion batteries to consumers for use as standalone, replaceable batteries. (Br. of Resp't p. 23). This argument misstates *Ford* and distorts LG's knowledge and conduct. Ford argued jurisdiction existed "in only the States of first sale, manufacture, and design." 141 S. Ct. at 1026. The Supreme Court rejected that argument, holding "[a] different State's courts may yet have jurisdiction because of another activity or occurrence involving the defendant that takes place in the State." *Id.* (internal quotation and alteration marks omitted). Jurisdiction does not depend "on the exact reasons for an individual plaintiff's purchase." *Id.* at 1029. Therefore, that Fleming bought and used the size 18650 lithium-ion battery for consumer use is not relevant to the specific jurisdiction due process analysis. Where, as here, a defendant company "serves a market for a product in a State and that product causes injury in the State to

one of its residents, the State court's may entertain the resulting suit." *Ford*, 141 S. Ct. at 1022.

As to LG's knowledge and conduct, Fleming alleged that LG knew since at least 2016 that consumers used its lithium-ion batteries as standalone products and did nothing to stop those sales including, "specifically, in South Carolina." (R. p. 19). As one court has pointed out, "LG Chem deliberately ships millions of batteries to the United States market every year, reaping millions of dollars in profit. . . . at some point LG Chem has to stop acting surprised." *Dilworth v. LG Chem, Ltd.*, 2022 Miss. LEXIS 254, *18 (Sup. Ct. Miss. 2022).

Cockrell v. Hillerich & Bradsby Co., 363 S.C. 485, 611 S.E.2d 505 (2005), also does not support LG's position but, rather, supports reversal of the lower court's decision. The respondent-defendants in *Cockrell* were a research center and engineering firm that tested and certified bats that another company manufactured and sold. *Id.* at 489-90, 611 S.E.2d at 507. The Court of Appeals held specific jurisdiction did not exist against these out-of-state defendants because they "had no control over the distribution of bats and did not profit from their sale." *Id.* at 494, 611 S.E.2d at 510. In this case, LG has control over the distribution of its own products and profits from their sale all over the United States, including in South Carolina.

LG's attempt to avoid specific jurisdiction by pointing to third-party conduct is unsupported by case law or the facts of this case.

Second, the lower court erred by focusing on the specific size 18650 lithium-ion battery. Fleming maintains there is evidence that LG sold size 18650 lithium-ion batteries in South Carolina but, regardless, whether the defendant sold the particular product in the forum state is not a necessary or sole inquiry for specific jurisdiction.

LG again cites to *Ford* for the proposition that a "manufacturer's forum contacts **must** relate to the **specific** product at issue in the suit." (Br. of Resp't p. 24) (emphasis added). *Ford* says no such thing. In *Ford*, the Supreme Court noted that Ford advertised and sold the same car

models as those at issue in the case. 141 S. Ct. at 1028. It contrasted (but did not rule on) that case "in which Ford marketed the models in **only a different State** or region." *Id.* (emphasis added). The facts in this case are not that LG only marketed or sold size 18650 lithium-ion batteries in a different state. To the contrary, LG does not deny that it ever sold a size 18650 lithium-ion battery in South Carolina. (R. pp. 35-38, 272-75). Rather, the evidence undoubtedly shows that LG sold **model** lithium-ion batteries in South Carolina, and there is a reasonable inference that it sold **size** 18650 batteries because there are hundreds of shipments of lithium-ion batteries into the State without an identifying size, and Fleming (and many other plaintiffs suing LG in South Carolina) bought the size 18650 battery in South Carolina.

LG attacks Fleming's citation to *LG Chem, Ltd. v. Lemmerman*, 863 S.E.2d 514, 523 (Ga. App. 2021), but its attack is unfounded. (Br. of Resp't pp. 24-25). In *Lemmerman*, the plaintiff alleged LG sold the size 18650 lithium-ion battery in Georgia, and LG did not deny that it ever sold size 18650 batteries in Georgia, it only denied that it sold them for use a consumer standalone product. 863 S.E.2d at 173-74. Here, LG submitted affidavits denying many contacts with South Carolina but has never denied that it sold size 18650 lithium-ion batteries in South Carolina. (R. pp. 35-38, 272-75). *Lemmerman* directly supports reversal of the lower court's decision.

Finally, LG cites to decisions of courts in other states that found specific jurisdiction did not exist over LG. (Br. of Resp't pp. 25-26). As hundreds of cases involving exploding LG batteries are pending across the United States, both parties can cite to cases decided in their

respective favor.[3] This court is not bound by any of them but may merely find a case persuasive if it so chooses. Further, specific jurisdiction decisions are fact-intensive. For example, LG cites to *State ex rel. LG Chem, Ltd. v. McLaughlin*, 599 S.W.3d 899 (Miss. 2020), in which "the sale of LG Chem's batteries into Missouri by an independent third party is the **only contact** between LG Chem and Missouri that [the plaintiff] allege[d]." *Id.* at 904 (emphasis added). In this case, Fleming presented evidence of LG's repeated shipments of its products, including lithium-ion batteries, into the port of Charleston.[4]

Third, LG's in-state activities are related to Fleming's action. LG argues that unrelated forum activities "do not count." (Br. of Resp't pp. 26-28). It does not specify which prong of the due process analysis it is arguing about. Regardless, the Court should reject LG's attempt to discount its hundreds of shipments of lithium-ion batteries into South Carolina. No case law states that, for specific jurisdiction to exist, the defendant-manufacturer must sell the exact model and size product in the forum. The United States Supreme Court most recently stated it "never framed the specific jurisdiction inquiry as always requiring proof of

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[3] *See, e.g.*, *Williams v. LG Chem, Ltd.*, 2022 WL 873366, *12 (E.D. Miss. 2022) (finding specific jurisdiction over LG for an exploding 18650 lithium-ion battery where LG stated it did not sell "directly" to consumers or an entity that sold to consumers because those statements "did not rule out LG Chem's service of a consumer market"); *Dilworth v. LG Chem, Ltd.*, 2022 Miss. LEXIS 254 (Miss. 2022) (finding specific jurisdiction over LG for an exploding 18650 lithium-ion battery used in a vaping device); *LG Chem Am., Inc. v. Morgan*, 2020 WL 7349483, *29 (Ct. App. Tex. 2020) (finding specific jurisdiction over LG for an exploding 18650 lithium-ion battery used in an e-cigarette and holding "the issue of whether LGC's batteries were used in a foreseeable manner or were misused goes to the merits of a products liability action"); *Onofrio v. LG Chem*, 2020 Conn. Super. LEXIS 1623 (Sup. Ct. Conn. 2020) (finding specific jurisdiction over LG for injuries caused by an exploding 18650 lithium-ion battery used for vaping).

[4] As another example, in *LG Chem, Ltd. v. Superior Court*, 80 Cal. App. 5th 348 (Cal. Dist. Ct. App. 2022), "the undisputed facts show LG Chem deliberately structured its transactions to prevent 18650 batteries from being used by individual California consumers," whereas, in this case, Fleming alleges that LG "has known since 2016 that individuals use" its batteries in consumer vaping devices but "has done virtually nothing to prevent its lithium ion battery products from being sold individually throughout the U.S. and, specifically, in South Carolina." (R. p. 19).

causation—*i.e.*, proof that the plaintiff's claim came about because of the defendant's in-state conduct." *Ford Motor Co. v. Mont. Eighth Judicial Dist. Court*, 141 S. Ct. 1017, 1026 (2021). The proper inquiry is "the relations among the defendant, the forum, and the litigation." *Keeton v. Hustler Magazine, Inc.*, 465 U.S. 770, 780 (1984).

LG misreads *Bristol-Myers Squibb Co. v. Superior Court*, 137 S. Ct. 1773 (2017), as holding that "extensive in-state contacts for the very product at issue" do not support specific jurisdiction "if unrelated to the litigation." (Br. of Resp't p. 26). The United States Supreme Court already rejected this argument in *Ford.* It explained:

> We found jurisdiction improper in *Bristol-Myers* because the forum State, and the defendant's activities there, lacked any connection to the plaintiffs' claims. The plaintiffs, the Court explained, were not residents of California. They had not been prescribed Plavix in California. They had not ingested Plavix in California. And they had not sustained their injuries in California. In short, the plaintiffs were engaged in forum-shopping—suing in California because it was thought plaintiff-friendly, even though their cases had no tie to the State.
>
> That is not at all true of the cases before us. Yes, Ford sold the specific products in other States, as Bristol-Myers Squibb had. But here, the plaintiffs are residents of the forum States. They used the allegedly defective products in the forum States. And they suffered injuries when those products malfunctioned in the forum States. In sum, each of the plaintiffs brought suit in the most natural State—based on an affiliation between the forum and the underlying controversy, principally, an activity or an occurrence that took place there.

Ford, 141 S. Ct. at 1031 (internal quotation, citation, and alteration marks omitted). The same analysis is true in this case. LG sold lithium-ion batteries, including size 18650, for use throughout the United States. Individual consumers, including Fleming, bought LG size 18650 batteries in South Carolina. Fleming used the size 18650 battery in South Carolina and was injured by it in South Carolina. He brought suit in the most natural State based on an affiliation between the forum and the underlying controversy, principally, an activity or an occurrence that took place there. *Ford*, 141 S. Ct. at 1031.

LG's true goal is to force plaintiffs to sue it in South Korea. As the Supreme Court of Mississippi recently held, this stretches due process protections entirely too far.

> At oral argument for this appeal, LG Chem acknowledged that its position is that it cannot be sued in any state in the United States of America over the unauthorized standalone use of its batteries in vaping devices, despite the fact that millions of those batteries (resulting in millions of dollars in profits) have inundated the United States market. This position stretches the intended function of due process protection too far. Given LG Chem's effort to serve (directly or indirectly) the market for lithium ion batteries in Mississippi, the availability for sale in Mississippi of the battery that injured Mrs. Dilworth was related to LG Chem's activities in the state and was not a random, isolated, or fortuitous occurrence. And significantly—for purposes of establishing a prima facie case sufficient to withstand summary judgment—LG Chem did not controvert the allegations of the complaint that it placed its product into the stream of commerce with the expectation that it would be sold in Mississippi.

Dilworth v. LG Chem, Ltd., 2022 Miss. LEXIS 254, *9 (Miss. 2022). So it is in this case that LG intended to and did (directly or indirectly) serve a market for lithium-ion batteries (including size 18650), Fleming bought and was injured by one such battery, and South Carolina courts have specific jurisdiction over LG for a claim for Fleming's injuries.

Fleming's action satisfies the relatedness requirement of the power prong, and the lower court's ruling on this issue is unsupported by the evidence and is legal error, and this Court should reverse.

Fourth, Fleming does not rely on third-party activities to support specific jurisdiction. LG wants to blame someone else to avoid specific jurisdiction. LG claims that it does not know how the size 18650 battery got to South Carolina. (Br. of Resp't pp. 28-29). This is irrelevant because Fleming's claims are not based on the manner in which LG's batteries were transported into South Carolina but, rather, on LG's own conduct in manufacturing and distributing defective lithium-ion batteries. The activities supporting specific jurisdiction are those of LG—that it imported hundreds of its shipments of lithium-ion batteries to South Carolina and sold its batteries in South Carolina, and knew its defective size 18650 lithium-ion

batteries were sold in South Carolina for consumer use but did nothing to stop those sales. (R. p. 19 ¶¶ 10.d-.e, 28-29). Fleming seeks to hold LG liable for its conduct as a manufacturer. This is separate from an injured party's claim against the retail seller. *See Hazel v. Blitz U.S.A., Inc.*, 433 S.C. 120, 137, 857 S.E.2d 4, 13 (2021) ("A claim based on the retail seller's negligence in such an instance is a separate claim from any claim based on negligence by the manufacturer."). Any claim for improper sales of LG's products by a retailer is a claim between LG and that retailer that has no effect on whether the court has specific jurisdiction over LG for Fleming's product liability claim.

LG is the one that improperly focuses on third-party activity in the jurisdictional analysis. The crux of its argument is that it is not subject to liability for sales to consumers who used the batteries as a standalone product. This focuses on the unilateral activity of a third-party seller or purchaser rather than on LG's own contacts.

It is significant that LG fails to substantively respond to Fleming's arguments that the lower court's ruling is contrary to South Carolina strict liability law and ignores the distinction between a merits defense of product misuse and due process for specific jurisdiction.[5] (Br. of App. pp. 15-16). LG does not address product misuse **at all** and only alleges that the strict liability argument is unpreserved. (Br. of Resp't p. 28 n.6). The argument is preserved. *See Holy Loch Distribs. v. Hitchcock*, 340 S.C. 20, 24, 531 S.E.2d 282, 284 (2000) ("[T]o preserve an issue for appellate review, the issue must have been raised to and ruled upon by the trial court."). At the hearing, the lower court asked LG: "How would your client ever get sued in the United States under your theory that they don't sell the individual product to an individual but they only sell it to manufacturers who repackage it someplace and then sell it in all the other states?

[5] In addition to the authority cited in Fleming's initial brief, *see also LG Chem Am., Inc. v. Morgan*, 2020 WL 7349483, *30 (Ct. App. Tex. 2020) (stating that consideration of the merits of a claim in a specific jurisdiction analysis confuses the roles of judge and jury by equating the jurisdictional inquiry with the underlying merits).

Basically, they [LG] are immune from suit if product causes harm under your theory." (R. p. 551). Fleming argued at the hearing (and alleged in the complaint) that, with knowledge of consumer use of its batteries, LG has done "precious little to actually take command of their distribution chain to get their arms around why are these batteries ending up in Vape stores across the nation." (R. p. 565). Fleming further argued "It is not a valid basis to deny jurisdiction just because this one widget you know we don't know exactly how it got there . . . ." and "[t]hey [LG] have the ability to defend the case on the merits about what the design intent for these individual batteries were or this quote unquote black market unauthorized use if in fact that is true. That is something we can just litigate on the merits." (R. pp. 570, 572). The issue of a merits defense and blaming a third party was squarely raised to the lower court and is properly before this Court on appeal.

IV. THE STREAM OF COMMERCE THEORY SUPPORTS THE EXERCISE OF SPECIFIC JURISDICTION OVER LG IN THIS CASE.

Fleming establishes minimum contacts as a whole and via the stream of commerce theory. (Br. of App. pp. 20-22). The lower court erred in finding this case factually distinguishable from *State v. NV Sumatra Tobacco Trading, Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008), and this Court should reverse.

LG's argument on this issue, when read carefully, is extremely telling. It continues to blame third-parties who it alleges distributed Fleming's size 18650 battery into South Carolina. (Br. of Resp't pp. 29-31). LG argues that it matters how a product arrives in a state and then represents that "it is true that . . . *any* lithium ion cell that arrived in any vape store or other retailer in South Carolina for sale **to a consumer as a standalone battery** can only have done so through the unilateral actions of third parties." (Br. of Resp't p. 30) (italics in original; bold emphasis added). The nuance is that LG does not and cannot argue that it did not distribute or

sell size 18650 lithium-ion batteries in South Carolina. It only repeats that it did not do so for **use** as a consumer standalone battery. This is relevant to every issue on appeal but, as to this issue, it is relevant because LG cites to no stream of commerce law discussing a consumer's ultimate use of a product. That is because a consumer's use is not part of the specific jurisdiction analysis under any theory, including stream of commerce.

Specific jurisdiction existed in *Sumatra* "[r]egardless of how the cigarettes arrived in South Carolina," 379 S.C. at 90, 666 S.E.2d at 223, and the same result is factually and legally warranted in this case. Where LG purposefully and regularly conducts lithium-ion battery business in South Carolina, it "should reasonably anticipate being haled into court" here. *Sumatra*, 379 S.C. at 89, 666 S.E.2d at 222. This analysis is based on LG's conduct. The lower court erred in finding the stream of commerce theory does not apply to this case, and this Court should reverse.

V. FLEMING SATISFIED THE FAIRNESS PRONG.

LG's sole substantive argument as to fairness is that it is unfair to subject LG to personal jurisdiction in South Carolina "when it played no part that brought its alleged product here." (Br. of Resp't p. 33). How a product arrived in a forum is not part of the fairness prong consideration.[6]

LG does not even address the fairness prong factors. *Cribb v. Spatholt*, 382 S.C. 490, 500, 676 S.E.2d 714, 719 (Ct. App. 2009). LG does not argue that it would be fair to make Fleming litigate in Korea.

[6] LG cites to *S. Plastics Co. v. S. Commerce Bank*, 310 S.C. 256, 423 S.E.2d 128 (1992), for the proposition that it is unfair to subject a bank to jurisdiction in any state where its letter of credit might be used. (Br. of Resp't p. 33). The page LG cites to is an analysis of the power prong, not the fairness prong. Regardless, *S. Plastics*' holding has nothing to do with the facts of this case. Where a letter of credit might be used is incomparable to a manufacturer that distributes hundreds of shipments of its products to the forum state and cannot even deny that it sold the product at issue in this state.

The lower court erred in finding the fairness prong is not satisfied just because the power prong is not satisfied, and LG does not even defend that ruling in its brief. Because the lower court used an improper legal analysis, this Court should reverse and find the fairness prong is satisfied.

CONCLUSION

For these reasons and those stated in Fleming's initial brief, the Court should reverse the decisions of the lower court, find specific jurisdiction exists, and remand the case to proceed in circuit court.

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Sr., Circuit Court Judge

Appellate Case No. 2022-000346

Reid Fleming,……..…….……Appellant,

v.

LG Chem, Ltd.,……..…….……..……...Respondent.

CERTIFICATE OF COMPLIANCE

The undersigned counsel certifies that the Final Brief and Final Reply Brief of Appellant comply with Rule 211(b), SCACR, and with the Supreme Court's Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings, issued April 15, 2014.

January 25, 2023

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THE STATE OF SOUTH CAROLINA
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APPEAL FROM CHARLESTON COUNTY
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Roger M. Young, Sr., Circuit Court Judge

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Reid Fleming,……..…….……Appellant,

v.

LG Chem, Ltd.,……..…….……..Respondent.

RECORD ON APPEAL

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VOLUME 1

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE CHARLESTON
COURT OF COMMON PLEAS

The Honorable Roger M. Young, Circuit Court Judge

Case No. 2021-CP-10-01663

Reid Fleming,

Appellant,

v.

The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem, Ltd.; John Doe Distributor #1; John Doe Districbutor #2; and John Doe Distributor #3,

Of which LG Chem, Ltd. is Respondent.

NOTICE OF APPEAL

Reid Fleming appeals the order of the Honorable Roger M. Young dated February 7, 2022, attached hereto as Exhibit A. Plaintiff's Motion for Reconsideration was denied on February 23, 2022, attached hereto as Exhibit B.

Signature page below.

Dated: March 21, 2022

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SC Court of Appeals

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
REID FLEMING,	)	Civil Action No. 2021-CP-10-01663
Plaintiff,	)	
vs.	)	**ORDER GRANTING DEFENDANT LG CHEM, LTD.'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION**
THE PLANET VAPE, LLC; SCECIGARETTE, LLC; LG CHEM, LTD.;	)	
Defendants.	)	

Before the Court is Defendant LG Chem, Ltd.'s ("LG Chem") Motion to Dismiss for Lack of Personal Jurisdiction. Having fully considered all of the parties' arguments raised in the motions, memoranda, exhibits, submissions, and the arguments of counsel at the video hearing held on January 18, 2022, the Court grants LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction.

FACTS

The relevant facts are as follows: Plaintiff Reid Fleming is a resident of Anderson County, South Carolina. (Complaint, filed April 12, 2021, ¶ 1.) Plaintiff alleges that prior to the accident at issue, he purchased a number of lithium ion batteries from Defendants The Planet Vape ("Planet Vape") and SCECIGARETTE, LLC ("SC E-Cigarette") for use with his vaping device. He further alleges that these retailers marketed or represented the batteries as being an LG brand. (*Id.* ¶¶ 20, 21) Plaintiff also alleges that on or around May 24, 2018, he was injured when one of these lithium ion batteries exploded in his pocket (*id.* ¶ 31).

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LG Chem, Ltd. is a Korean corporation with its headquarters and principal offices in Seoul, South Korea. (Aff. of Hwi Jae Lee, dated July 13, 2021, ¶ 7; Compl., ¶ 4.) The uncontroverted evidence shows the following: LG Chem has never designed, manufactured, distributed, advertised, or sold its lithium ion battery cells to consumers for use as standalone, replaceable batteries in South Carolina or anywhere else. (Lee Aff., ¶¶ 16–17.) Instead, the 18650 lithium ion cells that LG Chem manufactured are industrial component parts; they are not standalone, replaceable consumer batteries, and they were not designed to be handled by consumers. (*Id.* ¶ 16). LG Chem never authorized anyone to advertise, distribute, or sell its lithium ion cells to individual consumers for use as standalone, replaceable batteries in South Carolina, or anywhere else. (*Id*. ¶¶ 20, 21.)

In support of its motion, LG Chem provided two affidavits of Mr. Hwi Jae Lee, dated July 13, 2021 and January 11, 2022. In opposition to the Defendant's Motion to Dismiss, Plaintiff provided the Affidavit of Plaintiff's counsel, dated January 7, 2022, attaching copies of LG Chem's 2018 and 2017 financial statements; import data; a Certificate of Authority and Business Registration for a subsidiary of LG Chem; and orders from a North Carolina federal district court and other South Carolina trial courts. Plaintiff also provided the Declaration of Nickie Bonenfant, dated August 10, 2021, and Appendices.

LEGAL STANDARD

"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). "Courts will take as true the allegations of the nonmoving party and resolve all factual disputes in its favor." *Brown v. Inv. Mgmt. & Research,*

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Inc., 323 S.C. 395, 399, 475 S.E.2d 754, 756 (1996) (resolving, in plaintiff's favor, conflicting facts set forth in affidavits from witnesses in opposing parties).

Jurisdiction may be general or specific. *Coggeshall v. Reprod. Endocrine Assocs. of Charlotte*, 376 S.C. 12, 16, 655 S.E.2d 476, 478 (2007). Plaintiff conceded at the hearing that general jurisdiction is not at issue. To establish specific jurisdiction, a plaintiff must show that both South Carolina's long-arm statute and constitutional due process are satisfied. Due process requires that a defendant has sufficient minimum contacts with the forum state such that maintenance of suit does not offend traditional notions of fair play and substantial justice. *Cockrell v. Hillerich & Bradsby Co*., 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005).

To satisfy due process, the Court must find that (1) the defendant has the requisite minimum contacts with the forum, without which the court does not have the power to adjudicate the action (the power prong); and (2) the exercise of jurisdiction would be "reasonable" or "fair" (the fairness prong). *See S. 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*, 363 S.C. at 491–94, 611 S.E.2d at 509–10; *Power Prods.*, 379 S.C. at 433–35, 665 S.E.2d at 665–67; *Ford Motor Co. v. Montana Eighth Jud. Dist.*, 141 S. Ct. 1017, 1025 (2021); *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; *Power Prods*., 379 S.C. at 432, 665 S.E.2d at 665.

DISCUSSION

The Court concludes that Plaintiff has not satisfied his burden of establishing personal jurisdiction over LG Chem, Ltd.

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Plaintiff's suit arises from injuries he allegedly suffered from use of a 18650 lithium ion battery to power his electronic cigarette device. Plaintiff alleges he purchased the battery from either Defendant Planet Vape or SC E-Cigarette and that the battery was originally manufactured by LG Chem. LG Chem's motion was supported by admissible evidence that (1) it never designed, manufactured, distributed, advertised, or sold 18650 lithium ion cells for sale to or use by individual consumers as standalone, replaceable batteries; and (2) it never authorized anyone to sell its 18650 lithium ion cells directly to consumers as standalone, replaceable batteries.

1. The allegations of Plaintiff's complaint do not establish a prima facie case of jurisdiction.

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 (1) in the complaint or (2) in affidavits. *See Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508; *Sullivan v. Hawker Beechcraft Corp*., 397 S.C. 143, 150, 723 S.E.2d 835, 839 (Ct. App. 2012).

The Court agrees with Defendant that the allegations of Plaintiff's complaint, even if true, are not sufficient to make a prima facie showing of jurisdiction. Plaintiff did not allege or argue that LG Chem supplied 18650 lithium ion cells to a consumer market for vaping batteries in South Carolina. Instead, Plaintiff generically alleged that LG Chem conducted business in South Carolina and that LG Chem placed its lithium ion batteries and battery products into the stream of commerce with the reasonable expectation that they would be used in South Carolina. Plaintiff did not plead any jurisdictional facts specific to the particular product at issue in this suit—a 18650 lithium ion cell that was re-sold as a standalone consumer battery. Plaintiff also did not plead any facts showing a connection between his claims and any action of the Defendant directed to South Carolina. Therefore, if the Court decided the motion based solely on the pleadings, the motion should be granted.

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2. LG Chem's evidence that it did not serve a consumer market for standalone 18650 batteries in South Carolina was uncontroverted.

Additionally, "[w]hen a motion to dismiss attacks the allegations of the complaint on the issue of jurisdiction, the court is not confined to the allegations of the complaint but may resort to affidavits or other evidence to determine jurisdiction." *Coggeshall*, 376 S.C. at 16, 655 S.E.2d at 478. LG Chem supported its Motion with affidavits, and Plaintiff filed his own Affidavit, Declaration, and voluminous exhibits with attachments in opposition to the Motion.

None of the facts offered by the Plaintiff in opposition supported his burden of proof on jurisdiction. LG Chem's financial statements and the Certificate of Authority for its subsidiary do not provide evidence of any suit-related contacts between LG Chem and South Carolina. LG Chem submitted an uncontroverted affidavit showing that its subsidiary LG Chem America, Inc. ("LGCAI"), which is not a party to the case, is a separate and distinct entity with its own separate bank accounts, business records, and corporate officers, that manage and control its own day-to-day activities. (*See* Reply Lee Aff., ¶¶ 7–8.) Plaintiff did not show that non-party LGCAI's contacts could be imputed to LG Chem and, even if he had, he also did not show that non-party LGCAI engaged in any suit-related contacts with South Carolina.

In addition, the various charts described as import data, including those attached to the Affidavit of Plaintiff's Counsel and those attached to the Declaration of Nickie Bonenfant, do not provide information showing any suit-related contacts between LG Chem and South Carolina. Instead, at best, if admissible,[1] the charts would show only that LG Chem directed unrelated

[1] LG Chem objected that the records, which purport to be summaries of information maintained by the United States Department of Customs, lack authentication and foundation and are inadmissible hearsay. The Court need not decide the issue of admissibility because it agrees with Defendant that, even if admissible, the records do not provide any information that would support Plaintiff's burden of proof. Instead, the records further support LG Chem's admissible evidence

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business to South Carolina entities, including shipment of petrochemical products such as "methyl acrylate," "acrylic acid," and "synthetic rubber," as well as shipment of electric vehicle batteries to car manufacturing companies. None of Plaintiff's exhibits reflect shipment of 18650 lithium ion cells to anyone in South Carolina, let alone anyone engaged in the consumer vaping industry.

3. Business activities unrelated to the claims at issue do not support specific jurisdiction over LG Chem.

At the hearing, Plaintiff argued it was enough to show that LG Chem supplied other type of lithium ion battery products (such as electric vehicle batteries) to South Carolina entities and that such activities were sufficiently "related" to his claims to satisfy constitutional due process.

The U.S. Supreme Court has repeatedly made clear that unrelated business activities in the forum state cannot support the exercise of specific jurisdiction, no matter how extensive those in-state activities are. Even sales of the **very same product** at issue cannot support the exercise of specific jurisdiction if unrelated to the litigation. *Bristol-Myers*, 137 S. Ct. at 1781 ("[E]ven regularly occurring sales of a product in a State do not justify the exercise of jurisdiction over a claim unrelated to those sales.") (quoting *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 930 n.6 (2011)).

And in *Ford*, the Supreme Court took care to point out that its decision was based on Ford's admitted in-state activities for the specific vehicles at issue—not just Ford cars, but specifically Ford Explorers and Crown Victorias. *Ford*, 141 S. Ct. at 1028 ("Ford had advertised, sold, and serviced *those two car models* in both States for many years. *(Contrast a case, which we do not address, in which Ford marketed the models in only a different State or region.)* In other words, Ford had systematically served a market in Montana and Minnesota for the very vehicles that the

---

that it did not supply 18650 lithium ion cells to a consumer market in South Carolina for standalone 18650 batteries.

plaintiffs allege malfunctioned and injured them in those States.") (emphasis added).

Therefore, the Court finds that even if Plaintiff's exhibits were admissible, shipping petrochemical products or lithium ion batteries to manufacturers in South Carolina is not sufficiently related to Plaintiff's personal injury claims to satisfy constitutional due process.

4. The "stream of commerce" theory does not support the exercise of specific jurisdiction over LG Chem on the facts of this case.

Plaintiff relied on a "stream of commerce" theory of jurisdiction as set forth in *State v. NV Sumatra Tobacco Trading, Co.,* 379 S.C. 81, 88, 666 S.E.2d 218, 221 (2008). Defendant argued that *Sumatra* is inconsistent with more recent U.S. Supreme Court precedents and that it is factually distinguishable in any event.

The Court need not resolve the question whether the *Sumatra* Court's formulation of the "stream of commerce" theory of jurisdiction is consistent with more recent U.S. Supreme Court decisions because the facts of this case are materially distinguishable. *Id.* at 88, 666 S.E.2d at 221 ("The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case.").

In *Sumatra*, the Indonesian cigarette manufacturer admitted that it intended to sell its cigarettes to consumers throughout the United States, including almost seven million cigarettes sold to consumers in South Carolina in one year as the direct result of its intended chain of distribution. *Id.* at 87–92, 666 S.E.2d at 221–24. Further, in *Sumatra*, the Indonesian manufacturer sold its cigarettes to its designated distributor, which then distributed the cigarettes to South Carolina for the specific purpose of distributing them to consumers as a consumer product. *Id*. at 86, 666 S.E.2d at 220.

By contrast here, even if LG Chem was the original manufacturer of the 18650 lithium ion cells (which has not been established), Plaintiff did not allege that LG Chem distributed its 18650

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lithium ion cells directly to South Carolina consumers as a standalone product, or to any distributor or other intermediary for the purpose of supplying the cells directly to South Carolina consumers as a standalone product. And LG Chem's admissible evidence shows that LG Chem did not design, manufacture, distribute, advertise, or sell its 18650 battery cells directly to or for use by consumers, in South Carolina or anywhere else, as standalone, replaceable batteries and that it never authorized anyone else to do so either. These important facts distinguish *Sumatra* from the case here.

Further, the fact that the Plaintiff purchased and used the Defendant's product in South Carolina is not sufficient, even if the Defendant was aware that third parties might sell its product to consumers in the state without its authorization. "[I]t is the defendant's actions, not his expectations, that empower a State's courts to subject him to judgment." *J. McIntyre Mach., Ltd. v. Nicastro*, 564 U.S. 873, 883 (2011) (plurality op.); *Ford*, 141 S. Ct. at 1025 (the relevant "contacts must be the defendant's own choice").

As the South Carolina Supreme Court recognized in *Sumatra*, "[t]he 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." *Sumatra*, 379 S.C. at 89, 666 S.E.2d at 222 (emphasis added) (quoting *World-Wide Volkswagen Corp. v Woodson*, 444 U.S. 286, 297 (1980)). This standard was met in *Sumatra* in light of the volume of cigarettes the defendant admittedly distributed for sale to consumers throughout the United States, including seven million cigarettes to consumers in South Carolina. This standard is not met here, where LG Chem submitted uncontroverted evidence to establish that it did not distribute any 18650 battery cells to anyone for sale as a standalone product to consumers in South Carolina or anywhere else. (Affidavit of Hwi Jae Lee, ¶¶ 16–17, 19–21.)

5. Because Plaintiff has not met the "power prong" of the long-arm statute, the Court need not reach the fairness prong.

Because the power prong cannot be satisfied, the Court need not reach the fairness prong. Regardless, under the fairness prong, courts analyze 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." *S. Plastics Co.*, 310 S.C. at 263, 423 S.E.2d at 132 (citing *World–Wide Volkswagen*, 444 U.S. 286). Subjecting LG Chem to specific jurisdiction in South Carolina would be constitutionally unreasonable and unfair when LG Chem has no contacts with South Carolina related to the claims at issue. Accordingly, even if the power prong were satisfied, which it is not, the exercise of specific jurisdiction over LG Chem would not comport with fundamental fairness.

CONCLUSION

Based on the above principles, the Court concludes that due process does not allow the exercise of personal jurisdiction over LG Chem in this case. It is undisputed that general jurisdiction is lacking. As to specific jurisdiction, Plaintiff has not shown that his claims "arise out of or relate to" any contacts formed by LG Chem with South Carolina. The Court therefore finds that Plaintiff has not met his burden of establishing that this Court can exercise personal jurisdiction over LG Chem.

It is therefore ORDERED that LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction is GRANTED.

It is further ORDERED that LG Chem, Ltd. is DISMISSED from this action without prejudice.

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This the ___ day of _____, 2022.

_____
Roger M. Young, Sr.
Circuit Court Judge, 9th Judicial Circuit

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Charleston Common Pleas

Case Caption: Reid Fleming VS Planet Vape Llc The , defendant, et al

Case Number: 2021CP1001663

Type: Order/Dismissal

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Reid Fleming, Plaintiff, v. The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem Ltd; John Doe Distributor #1; John Doe Distributor #2; and John Doe Distributor #3, Defendants.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO.: 2021-CP-10-01663 **ORDER DENYING MOTION TO RECONSIDER PURSUANT TO RULE 59(e)**

The Plaintiff filed a motion asking this Court to reconsider its Order dated February 7, 2022. Specifically, Plaintiff asks this Court to reconsider the order and argues that the written ruling is based on a misunderstanding and / or misrepresentations of fact regarding LG Chem Ltd.'s products and LG's South Carolina contacts; and it effectively leaves plaintiff with no forum in which to seek recourse against the entity that manufactured the product that harmed him. For the reasons set forth below, the motion to reconsider is DENIED.

STANDARD OF REVIEW

Motions for reconsideration will not be granted absent "highly unusual circumstances." U.S. ex rel. Becker v. Washington Savanah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).[1] Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." Hutchinston

1 Rule 59 is substantially the same as the Federal Rule. *See* Elam v. S.C. Dep't of Transp., 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) ("Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.").

v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or "to raise argument or present evidence that could have been presented prior to the entry of judgment." Dash v. Mayweather, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, "[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not." Stevens & Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does "[a] party's mere disagreement with the court's ruling . . . warrant a Rule 59(e) motion." In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); *see also* Lyons v. Fid. Nat'l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

After consideration of the issues raised in the parties' memorandums, Plaintiff's Motion to Reconsider is DENIED.

AND IT IS SO ORDERED.

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Charleston Common Pleas

Case Caption: Reid Fleming VS Planet Vape Llc The , defendant, et al

Case Number: 2021CP1001663

Type: Order/Other

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

ELECTRONICALLY FILED - 2021 Apr 12 9:53 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Reid Fleming, Plaintiff, v. The Planet Vape, LLC; SCECIGARETTE, LLC; and LG Chem Ltd., Defendants.	COURT OF COMMON PLEAS C/A no. 2021-CP-_____ **COMPLAINT** **(Jury trial demanded)**

Plaintiff alleges as follows:

Parties and venue

1. Plaintiff is a citizen and resident of Anderson County, South Carolina.

2. Defendant The Planet Vape, LLC ("Planet Vape") is a South Carolina limited liability corporation with its principal place of business in Charleston County, South Carolina.

3. Defendant SCECIGARETTE, LLC ("SCECIG") is a South Carolina limited liability company with its principal place of business in Charleston County, South Carolina.

4. Defendant LG Chem Ltd. is a foreign corporation with its principal place of business located in Seoul, South Korea.

5. John Doe Distributors #s 1-3 are unknown to plaintiff at this time; however, it is likely that plaintiff will discover other potentially responsible defendants who distributed the subject batteries to Defendants Planet Vape and SCECIG. Upon discovery of the identify of such defendants, plaintiff will move to substitute the proper party-defendant for the John Doe defendants.

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6. This Court has jurisdiction over the parties and the subject matter of this action.

7. Venue is proper in this Court as the most substantial part of the alleged acts / omissions giving rise to the cause of action occurred in Charleston County.

Jurisdiction

8. The court has jurisdiction over Planet Vape and SCECIG as they are at home in South Carolina

9. The court has personal jurisdiction over LG Chem Ltd. by virtue of the following contacts LG Chem Ltd. has with the state of South Carolina:

a. LG Chem Ltd.'s products – lithium ion batteries – cause tortious injury or death in South Carolina by acts and omissions occurring outside the state under circumstances where LG Chem Ltd. regularly does or solicits business, engages in other persistent conduct, and / or derives substantial revenue from goods used or consumed or services rendered in the state of South Carolina;

b. LG Chem Ltd. produces, manufactures, and distributes batteries with the reasonable expectation that those batteries will be used in South Carolina and they are used in South Carolina;

c. LG Chem Ltd. transacts business in South Carolina including the shipment of battery products, either directly or through its wholly owned subsidiaries, through the ports of South Carolina; and

d. LG Chem Ltd. or its agents target the state of South Carolina with marketing and / or efforts to develop business relationships here.

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10. LG Chem Ltd.'s contacts with South Carolina relate to plaintiff's claims in the following respects:

a. LG Chem Ltd. serves South Carolina by virtue of delivering here, or through our ports, its lithium ion battery products;

b. LG Chem Ltd. manufactures lithium ion battery products with the expectation that they will be distributed to and sold in South Carolina;

c. LG Chem Ltd. distributes lithium ion battery products to South Carolina companies and through the ports of South Carolina;

d. LG Chem Ltd. has known since 2016 that individuals use LG' Chem Ltd.'s lithium ion battery products to power devices such as flashlights and personal vaporizing devices;

e. Armed with that awareness, LG Chem Ltd. has done virtually nothing to prevent its lithium ion battery products from being sold individually throughout the U.S. and, specifically, in South Carolina;

f. Plaintiff was injured when one of LG Chem Ltd.'s lithium ion batteries exploded, causing him serious burn injuries;

g. Plaintiff purchased the subject battery in Charleston, South Carolina;

h. Plaintiff used the subject battery in South Carolina; and

i. Plaintiff was injured by the subject battery in South Carolina.

11. South Carolina courts regularly exercise personal jurisdiction over LG Chem Ltd. in suits involving South Carolina citizens injured or burned by LG's batteries including:

a. *Roberts v. The Planet Vape, LLC, et al.*, 2020-CP-10-00912 (Charleston County)

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b. *Williamson v. Pirates Cove Vapor Lounge, LLC, et al.*, 2019-CP-07-02270 (Beaufort County)

c. *Holtzendorff v. Vapor Tek USA, LLC, et al.*, 2019-CP-02-01518 (Aiken County)

d. *Thompson v. LG Chem Ltd., et al.*, 2019-CP-44-0054 (Union County)

e. *Moore v. Planet Vapor Inc.*, 2018-CP-21-02884 (Florence County)

12. LG Chem Ltd. is defending these suits here and it would not be unfair or burdensome for them to defend this action here as well.

13. In each of the above cited cases, LG Chem Ltd. has moved to dismiss the claims, contesting the circuit court's jurisdiction over it and / or its wholly owned subsidiary.

14. In each of the above cited cases, the circuit court rejected LG Chem Ltd.'s argument, property asserting jurisdiction over LG Chem Ltd.

15. LG Chem Ltd. has previously consented to the jurisdiction of the federal courts of South Carolina for a claim involving an exploding lithium ion battery.

16. This court has jurisdiction over LG Chem Ltd.

Factual allegations

17. Defendants Planet Vape and SCE-CIG are in the business of marketing and selling, amongst other things, e-cigarettes, personal vaporizers, e-liquids, and other "vaping" accessories through a number of retail stores in the Charleston area.

18. Defendant LG Chem Ltd. designs, manufactures, distributes, and sells lithium ion batteries.

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19. Defendants John Doe #s 1-3 are in the business of marketing, selling, and distributing vaping products, including lithium ion batteries manufactured by LG Chem Ltd.

20. Prior to May 24, 2018, plaintiff purchased a number of lithium ion batteries from Defendants Planet Vape and SCECIG at their retail location in Charleston, South Carolina.

21. During that transaction, Planet Vape / SCECIG marketed or represented to plaintiff that the batteries he was purchasing were authentic LG Chem Ltd. batteries.

22. LG Chem Ltd. designed, manufactured, and distributed the batteries purchased by plaintiff during that transaction.

23. The LG batteries purchased by plaintiff are well known and popular batteries in the vaping community.

24. The batteries purchased by plaintiff were sourced by Planet Vape and SCECIG from either defendants John Doe Distributors #s 1-3 or directly from LG Chem Ltd.

25. The batteries were sold to plaintiff without adequate warnings, instructions for use, or other written directions.

26. The batteries were sold to plaintiff by Planet Vape / SCECIG with the expectation they would be used with an e-cigarette or vaping device.

27. At the time of sale, Planet Vape / SCECIG knew that plaintiff's intended use for the batteries was to power his vaping device.

28. At the time of distribution of the batteries, LG Chem Ltd. and / or John Doe Distributors #s 1-3 knew or could reasonably anticipate that the batteries would be used individual and / or to power vaping devices.

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29. At the time of distribution, LG Chem Ltd. and / or John Doe Distributors #s 1-3 knew or had reason to know that Planet Vape / SCECIG was selling the batteries for use with vaping devices.

30. At the time of sale, Planet Vape / SCECIG marketed and sold the subject batteries as suitable and intended for use with e-cigarettes or vaping devices.

31. On or around May 24, 2018, plaintiff was seriously burned / injured when one of the LG batteries suddenly exploded in his pocket.

32. At all times, plaintiff was using the battery in a reasonably foreseeable manner.

33. Plaintiff was transported to the hospital for treatment.

34. Plaintiff received medically necessary treatment for which he incurred reasonable and necessary medical expenses.

35. As a direct and proximate result of the explosion, plaintiff suffered physical injury and disfigurement, conscious pain and suffering, mental anguish and emotional distress, and economic loss.

Causes of action

One. Strict products liability – all defendants

36. Plaintiff incorporates all prior paragraphs.

37. Plaintiff is informed and believes that at all relevant times these defendants were "sellers" as that term is defined in S.C. Code Ann. § 15-73-10, et seq.

38. The subject batteries were sold by Defendants Planet Vape and SCECIG to plaintiff.

39. The subject batteries were sold and distributed to Planet Vape / SCECIG by either John Doe Defendants #s 1-3 or LG Chem Ltd.

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40. The batteries were designed, manufactured, and distributed by LG Chem Ltd.

41. The batteries were delivered to plaintiff without substantial change in the condition in which they were received, distributed, and / or sold by these defendants.

42. At all times, these defendants distributed and sold these types of batteries with the knowledge that the batteries were regularly purchased for and used as power sources for vaping devices that lack appropriate protection circuitry, battery management systems, and / or printed circuit boards.

43. At all times, these defendants distributed and sold these types of batteries with the knowledge that the batteries themselves did not contain adequate protection circuitry, printed circuit boards, positive temperature coefficients, or current interrupt devices that would prevent shorting and thermal runaway despite the availability and use of such technology in other lithium ion batteries that are available in the market.

44. At all times, these defendants distributed and sold these types of batteries with the knowledge that the batteries were regularly purchased for and used as power sources for vaping devices despite the manufacturers of such batteries explicitly prohibiting the sale of these batteries either individually or for use in vaping devices.

45. At the time of sale to plaintiff, the subject batteries were defective in design and / or manufacture and were unreasonably dangerous for the use for which they were sold to plaintiff.

46. As a proximate result of the defective and unreasonably dangerous design and / or manufacture of the subject batteries, one of them failed catastrophically during its foreseeable use which caused it to rupture and explode, causing plaintiff significant bodily injury.

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47. The dangers associated with the use of the subject batteries in this application outweigh their utility, and the foreseeable risk of harm inherent in their design could have easily been reduced or avoided entirely by the incorporation of feasible, alternative designs available in the industry at the time the subject battery was manufactured, distributed, and sold.

48. These defendants failed to warn plaintiff of these inherent dangers, the unreasonably dangerous condition of the product, or the manufacturer's explicit prohibitions against vaping use of the battery, all of which also proximately caused his injuries.

Two. Negligence – all defendants

49. Plaintiff incorporates all prior paragraphs.

50. At all times, Planet Vape, SCECIG and the John Doe Defendants #s 1-3 owed a duty to plaintiff to exercise due care in the distribution and sale of the subject batteries.

51. These defendants breached that duty in a number of ways, including but not limited to:

a. Distributing / selling batteries that were defective and unreasonably dangerous for the purpose for they were sold;

b. Distributing / selling batteries that were not designed for or intended to be used in e-cigarettes or in any application that did not have a dedicated battery management system;

c. Distributing / selling batteries for a use that is against the manufacturer's instructions and recommendations;

d. Failing to adequately warn or advise the plaintiff that the subject battery was not safe to be used in an e-cigarette or individually;

e. Failing to warn or advise the plaintiff that the subject battery was not safe to be stored loose or individually;

f. Failing to conduct due diligence regarding the actual manufacturer of the battery or to educate itself on the intended design and uses for the subject batteries before selling them to the plaintiff; and

g. Any other negligent act that is revealed through discovery.

52. At all times, LG Chem Ltd. has taking the position that its small lithium ion batteries are not designed for or intended to be used in personal vaping devices.

53. At all times, LG Chem Ltd. has taking the position that it is unreasonably dangerous for people to use its small lithium ion batteries in personal vaping devices or to store them loose in one's pocket or purse.

54. LG Chem Ltd. has known since 2016 that people individually use its small sized lithium ion batteries for various applications including flashlights and vaping devices.

55. LG Chem Ltd. has been sued numerous times throughout the United States by persons alleging they were hurt or burned by an LG Chem battery explosion that was being used individually.

56. LG Chem Ltd. also knows that its products are being re-sold by its customers or are otherwise making their way into the stream of commerce and being sold widespread for individual use.

57. LG Chem Ltd. is aware that its batteries, such as the batteries at issue here, are widely available both online and in stores across the U.S.

58. LG Chem Ltd. also knows that its batteries are being re-wrapped by its customers and / or unauthorized distributors prior to being distributed or sold individually both online and in retail locations throughout the U.S.

59. With such notice, LG Chem Ltd. has the following duties:

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a. To adequately warn potential users of the hazards associated with the individual use of its batteries;

b. To adequately warn its customers of the hazards associated with the individual use of its batteries;

c. To adequately warn its customers against the re-sale of LG Chem's batteries to unauthorized entities or individuals;

d. To take steps to monitor its product distribution chain to ensure its batteries are not being sold individually, being sold on a secondary market, being re-sold, or getting into the hands of unauthorized distributors; and

e. To take reasonable efforts to educate and warn its customers about the hazards associated with the resale and redistribution of LG Chem's batteries.

60. LG Chem Ltd. breached these duties and was negligent and reckless in that it failed to warn as set forth above, it failed to monitor its distribution chain, and it failed to take reasonable efforts to adequately guard against the widespread flow of its batteries into the U.S. and South Carolina marketplace despite its claim that the batteries should not be used individually because of the danger associated with such use.

61. As a direct and proximate result of the above breaches, acts, and omissions of these defendants, plaintiff was able to purchase the batteries, one of which exploded, causing serious injury to plaintiff.

Three. Breach of warranty – Planet Vape and SCECIG

62. Plaintiff incorporates all prior paragraphs.

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63. At the time plaintiff purchased the subject batteries, Planet Vape and / or SCECIG agents or employees, during the sales process, expressly warranted the quality, safety, brand, and performance of the batteries purchased by plaintiff.

64. At the time plaintiff purchased the subject batteries, Planet Vape and / or SCECIG warranted that the subject batteries were safe, merchantable, and fit for use in vaping devices.

65. Plaintiff reasonably relied on the Planet Vape and / or SCECIG express warranties and its skill and judgment as to whether the batteries purchased were merchantable and safe and fit for vaping devices.

66. These defendants breached the express and implied warranties given to plaintiff by selling a battery for a use prohibited by the manufacturer and unreasonably dangerous for the ordinary purposes for which it was sold.

67. As a direct and proximate result of the above breaches, acts, and omissions of the defendants, the subject battery exploded and caused serious personal injury and property damage to plaintiff.

Four. Unfair trade practices – LG Chem Ltd.

68. Plaintiff incorporates all prior paragraphs.

69. LG Chem Ltd., at all times, conducted business and participated in commerce, as that term is defined by S.C. Code § 39-5-10, within this state by virtue of its distribution and sale of batteries.

70. LG Chem Ltd. engaged in deceptive acts affecting such commerce in that it permitted, either knowingly or by negligent omission, the distribution and sale of its batteries throughout the U.S. and South Carolina under circumstances where LG Chem

Ltd. knew that its batteries were widely available for sale for a use that LG Chem Ltd. knows is unauthorized and unreasonably dangerous.

71. Plaintiff relied upon LG Chem Ltd.'s status as a global manufacturer and the lack of warnings that accompany the batteries as an indication that these particular batteries were high quality and safe.

72. Plaintiff was misled into believing the batteries were appropriate to use with his vaping device by this defendant's intentional omissions.

73. As a result of this deception, plaintiff used the product individually which resulted in the product exploding, proximately causing plaintiff's injuries.

Damages request

74. Plaintiff fully incorporates all prior paragraphs.

75. Plaintiff asks for judgment against these defendants as follows:

a. actual damages according to proof including incurred and future medical expenses, lost income, gratuitous nursing services, and other such economic loss revealed by discovery;

b. compensatory damages permitted by law including damages for physical and mental pain and suffering and physical disfigurement;

c. treble damages and attorneys fees as permitted for statutory violations;

d. punitive damages as determined by the trier of fact should discovery reveal willful and wanton conduct by defendants;

e. all costs of court; and

f. other relief as the trier of fact deems just and proper.

Jury trial demand

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Trial by jury is demanded as to all issues to the extent permitted by law.

Signature page below.
Respectfully,

RICHARDSON, THOMAS, HALTIWANGER MOORE & LEWIS, LLC

By: s/Chris Moore

Chris Moore (SCB: 77934)
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April 12, 2021

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ELECTRONICALLY FILED - 2021 Jul 15 12:39 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
REID FLEMING,	)	Civil Action No. 2021-CP-1001663
	)	
Plaintiff,	)	
	)	
vs.	)	**DEFENDANT LG CHEM, LTD.'S**
	)	**MOTION TO DISMISS**
THE PLANET VAPE, LLC; SCECIGARETTE, LLC; LG CHEM, LTD.;	)	**FOR LACK OF PERSONAL JURISDICTION**
	)	
Defendants.	)	
	)	

Pursuant to Rule 12(b)(2) of the South Carolina Rules of Civil Procedure, Defendant LG Chem, Ltd. ("LG Chem") hereby moves the Court for an Order dismissing this lawsuit against LG Chem for lack of personal jurisdiction. LG Chem respectfully requests a hearing on this motion.

The grounds for this Motion are as follows: This is a products liability case in which Plaintiff alleges he was injured when a lithium ion battery cell he had purchased from Defendant The Planet Vape, LLC ("Planet Vape") and SCECIGARETTE, LLC ("SC ECIG") for use as a standalone, replaceable battery with an e-cigarette or vaping device, exploded in his pocket.

LG Chem is not subject to personal jurisdiction in this case. LG Chem is a Korean company with its headquarters and principal offices in Seoul, South Korea. LG Chem 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 Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 141 S. Ct. 1017, 1024 (2021); *BNSF Ry. Co v. Tyrrell*, 137 S. Ct. 1549, 1558 (2017); *Daimler AG v. Bauman*, 571 U.S. 117, 127 (2014).

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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)); *see also Ford*, 141 S. Ct. at 1024 . Further, South Carolina courts may only exercise specific jurisdiction over a foreign defendant when the plaintiff's causes of action arises from or relates to 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); *see also Ford*, 141 S. Ct. at 1025. LG Chem never designed, manufactured, distributed, advertised, or sold lithium ion battery cells for use by individual consumers as standalone, replaceable batteries with electronic cigarette or vaping devices, whether sold as "LG" brand or "re-wrapped" and sold under another company's brand. In addition, LG Chem never conducted any business with Defendants Planet Vape or SC ECIG, the retailers where Plaintiff alleges he purchased the subject battery at issue in this case. LG Chem never conducted any business with these entities, and never authorized them, or anyone else, to advertise, distribute, or sell LG-brand lithium ion cells directly to individual consumers for use as standalone, replaceable batteries for e-cigarette devices, or any other purpose. Accordingly, Plaintiff cannot establish that his claims arose out of or relate to contacts formed between LG Chem and South Carolina, and specific personal jurisdiction is lacking over LG Chem in this case.

Because Plaintiff has failed to meet his burden of establishing that LG Chem is subject to general or specific jurisdiction in this case, the Complaint must be dismissed.

This Motion is supported by the pleadings, applicable law, the Affidavit of Hwi Jae Lee, filed herewith as **Exhibit A**, and LG Chem's supporting memorandum of law to be filed at a later

date, along with any exhibits and any additional affidavits or memoranda that LG Chem may hereafter file or submit to this Court.

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.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: /s/ *Rachel Hedley*

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Attorneys for Defendant LG Chem, Ltd.

Columbia, South Carolina
July 15, 2021

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EXHIBIT A

서울 영등포구 여의나루로 67
(여의도동, 신송빌딩) 1401호
[별지 제41호서식]

서울중앙 공증인 합동사무소

(전화) 02-3478-8200
(팩스) 02-3478-5544

Registered No. 2021 - 1680

NOTARIAL CERTIFICATE

NOTARY PUBLIC OFFICE
SEOUL-JOONGANG

floor 14 Sinsong Bldg
67, yeouinaru-ro, yeongdeungpo-gu, Seoul, Korea

SEOUL-JOONGANG ☆ NOTARY PUBLIC OFFICE
AUTHORIZED NOTARY PUBLIC

210mm X 297mm
보존용지(1종) App.00144

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
REID FLEMING,	)	Civil Action No. 2021-CP-1001663
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
THE PLANET VAPE, LLC; SCECIGARETTE, LLC; LG CHEM, LTD.	)	
	)	
Defendants.	)	
	)	

AFFIDAVIT OF HWI JAE LEE IN SUPPORT OF DEFENDANT LG CHEM, LTD.'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION

Personally appeared before me, Hwi Jae Lee, who first being duly sworn, deposes and says as follows:

1. I am over the age of eighteen and am competent to testify to the matters contained in this Affidavit.

2. This Affidavit is submitted in support of LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction, and I have been authorized by LG Chem, Ltd. ("LG Chem") to execute this Affidavit for this purpose.

3. 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 applicable business records.

4. I am currently employed at LG Energy Solution, Ltd. ("LGES"), an entity newly formed as of December 1, 2020, in a spin-off of LG Chem, Ltd.'s battery division. LGES is a wholly owned subsidiary of LG Chem, Ltd.

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HQ/dianashin

5. My current title is Specialist, and my area of responsibility includes sales of battery packs and small application battery cells, including 18650 cylindrical lithium ion battery cells. I was formerly employed by LG Chem from 2015 through November 30, 2020. While at LG Chem, my most recent title was Sales Professional, and my responsibility included sales of 18650 lithium ion battery cells since approximately 2015.

6. As a result of the spin-off, LGES is now in possession of business records related to the business of LG Chem's former battery division, including all business records related to the design, manufacture, distribution, and sale of 18650 lithium ion battery cells.

7. LG Chem is a Korean company with its headquarters and principal place of business in Seoul, South Korea.

8. As of November 30, 2020, LG Chem did not have an office in South Carolina.

9. As of November 30, 2020, LG Chem was not registered to do business in South Carolina.

10. As of November 30, 2020, LG Chem did not have a registered agent for the service of process in South Carolina.

11. As of November 30, 2020, LG Chem did not own or lease any real property in South Carolina.

12. As of November 30, 2020, LG Chem did not have any employees who worked in South Carolina.

13. I have no reason to believe that LG Chem currently has an office in South Carolina, business registration in South Carolina, registered agent in South Carolina, property in South Carolina, or employees working in South Carolina.

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14. Plaintiff alleges that he was injured on or around May 24, 2018 when a lithium ion battery exploded in his pocket. (Compl. ¶ 31.) Plaintiff contends he purchased the subject battery from Defendants The Planet Vape, LLC ("Planet Vape") and SCECIGARETTE, LLC ("SC ECIG"), both of whom are alleged to be South Carolina limited liability companies engaged in the business of selling vaping products and accessories. (*Id.* ¶¶ 17, 20, 38.)

15. LG Chem previously manufactured lithium ion battery cells for use in specific applications by sophisticated companies. LG Chem no longer manufactures or sells lithium ion battery cells. As of December 1, 2020, LGES now manufactures and sells "LG" brand lithium ion battery cells, including 18650 lithium ion battery cells.

16. LG Chem never designed, manufactured, distributed, advertised, or sold lithium ion battery cells for use by individual consumers as standalone, replaceable batteries. The 18650 lithium ion cells LG Chem manufactured are industrial component parts; they are not standalone, replaceable consumer batteries, and they were not designed to be handled by consumers.

17. LG Chem never distributed, advertised, or sold any lithium ion battery cells directly to consumers for use as standalone, replaceable batteries, and never authorized any manufacturer, wholesaler, distributor, retailer, re-seller, or other individual or entity to do so.

18. If the subject battery identified in Plaintiff's Complaint was, in fact, an LG brand lithium ion cell, the cell was not designed or manufactured in the State of South Carolina.

19. LG Chem never distributed, supplied, sold, or shipped any lithium ion battery cells of any type to anyone in South Carolina known to LG Chem to be engaged in the

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business of selling lithium ion battery cells directly to individual consumers for use as standalone, replaceable batteries to power vaping devices.

20. As of November 30, 2020, LG Chem had never conducted any business with Planet Vape or SC ECIG, the South Carolina retailers where Plaintiff contends he purchased the subject battery. LG Chem did not direct or control the actions of Planet Vape or SC ECIG, and did not authorize Planet Vape, SC ECIG, or anyone else, to advertise, distribute, or sell LG 18650 lithium ion cells directly to consumers in South Carolina, or anywhere, as standalone, replaceable batteries. LG Chem never provided, advertised, or authorized consumer repair or replacement services for LG 18650 lithium ion cells in South Carolina.

21. LG Chem never authorized any manufacturer, importer, distributor, wholesaler, retailer, re-seller, or other individual or entity to advertise, distribute, or sell LG lithium ion cells for use by individual consumers as standalone, replaceable batteries for e-cigarette devices.

I, Hwi Jae Lee, hereby declare under penalty of perjury that the foregoing statements made by me are true and correct.

FURTHER AFFIANT SAYETH NOT.

Executed this 13 day of July, 2021.

Hwi Jae Lee

SWORN to and subscribed before me
This 13th day of July, 2021.

SONG JUNKIL (L.S.)
Notary Public for SEOUL JOONGANG NOTARY PUBLIC OFFICE
My Commission Expires: 2030.04.16

Confidential

서울 영등포구 여의나루로 67
(여의도동, 신송빌딩) 1401호
[별지 제42호서식]

서울중앙 공증인 합동사무소

(전화) 02-3478-8200
(팩스) 02-3478-5544

등부 2021 년 제 1680호

Registered No. 2021-1680

인 증

NOTARIAL CERTIFICATE

위 진술서----------
에 기재된 이휘재----------

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

HWI JAE LEE----------

----
personally appeared before me and admitted his(her) subscription to the attached AFFIDAVIT.----------
----

2021년 07월 13일
이 사무소에서 위 인증한다.

This is hereby attested on this 13th day of Jul. 2021 at this office.

서울중앙 공증인 합동사무소

서울남부지방검찰청 소 속

서울 영등포구 여의나루로 67
(여의도동, 신송빌딩) 1401호

NOTARY PUBLIC OFFICE
SEOUL-JOONGANG

Seoul Southern
District Prosecutor's Office

floor 14 Sinsong Bldg

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

공증인
송 준 길

Signature of the Notary Public
Song Jun kil

본 사무소는 인가번호 제158호에 의거하여 2019년 01월 20일 법무부 장관으로부터 공증인 업무를 행할 것을 인가 받았다.

This office has been authorized by the Minister of Justice, the Republic of Korea, to act as Notary Public Since 20, Jan. 2019 Under Law No.158.

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ELECTRONICALLY FILED - 2021 Sep 14 3:25 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	CASE NO.: 2021-CP-10-01663
)	
Reid Fleming,)	
)	ANSWER
Plaintiff,)	(Jury Trial Demanded)
)	
vs.)	
)	
The Planet Vape, LLC;)	
SCECigarette, LLC; and)	
LG Chem Ltd., John Doe)	
Distributor #1; John Doe Distributor)	
#2; and John Doe Distributor #3,)	
)	
Defendants.)	
_____)	

Defendant SCECigarette, LLC ("Defendant SCECIG") answers Plaintiff Reid Fleming's ("Plaintiff") April 12, 2021 Complaint ("the Complaint") as follows and denies each and every allegation not specifically hereinafter admitted:

FOR A FIRST DEFENSE
(General Denial)

1. Defendant SCECIG denies each and every allegation of Plaintiff's Complaint not specifically admitted herein.

2. Upon information and belief, Defendant SCECIG admits Paragraph 1 of the Complaint.

3. Regarding Paragraph 2 of the Complaint, Defendant SCECIG is without sufficient information either to admit or to deny; and as such denies this Paragraph and demands strict proof thereof.

4. Defendant SCECIG admits Paragraph 3 of the Complaint.

5. Regarding Paragraphs 4-5 of the Complaint, Defendant SCECIG is without sufficient information either to admit or to deny; and as such denies these Paragraphs and demands strict proof thereof.

6. Defendant SCECIG admits Paragraph 6 of the Complaint.

7. Regarding Paragraph 7 of the Complaint, Defendant SCECIG is without sufficient

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information either to admit or to deny; and as such denies this Paragraph and demands strict proof thereof.

8. Regarding Paragraph 8 of the Complaint, Defendant SCECIG admits only that the Court has jurisdiction over Defendant SCECIG; and the remainder is denied and strict proof is demanded.

9. Regarding Paragraphs 9-16 of the Complaint, Defendant SCECIG is without sufficient information either to admit or to deny; and as such denies this Paragraph and demands strict proof thereof.

10. Defendant SCECIG denies Paragraph 17 of the Complaint and demands strict proof thereof.

11. Regarding Paragraphs 18-19 of the Complaint, Defendant SCECIG is without sufficient information either to admit or to deny; and as such denies this Paragraph and demands strict proof thereof.

12. Defendant SCECIG denies Paragraphs 20-21 of the Complaint and demands strict proof thereof.

13. Regarding Paragraphs 22-24 of the Complaint, Defendant SCECIG is without sufficient information either to admit or to deny; and as such denies this Paragraph and demands strict proof thereof.

14. Regarding Paragraphs 25-27 of the Complaint, Defendant SCECIG is without sufficient information either to admit or to deny; and as such denies this Paragraph and demands strict proof thereof.

15. Regarding Paragraphs 28-29 of the Complaint, Defendant SCECIG is without sufficient information either to admit or to deny; and as such denies this Paragraph and demands strict proof thereof.

16. Defendant SCECIG denies Paragraphs 30-35 of the Complaint and demands strict proof thereof.

17. Regarding Paragraph 36 of the Complaint, no response is required.

18. Defendant SCECIG denies Paragraphs 37-38 of the Complaint and demands strict proof thereof.

19. Regarding Paragraphs 39-48 of the Complaint, Defendant SCECIG is without

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sufficient information either to admit or to deny; and as such denies this Paragraph and demands strict proof thereof.

20. Regarding Paragraph 49 of the Complaint, no response is required.

21. Defendant SCECIG denies Paragraphs 50-51 of the Complaint and demands strict proof thereof.

22. Regarding Paragraphs 52-61 of the Complaint, Defendant SCECIG is without sufficient information either to admit or to deny; and as such denies this Paragraph and demands strict proof thereof.

23. Regarding Paragraph 62 of the Complaint, no response is required.

24. Regarding Paragraphs 63-67 of the Complaint, Defendant SCECIG is without sufficient information either to admit or to deny; and as such denies this Paragraph and demands strict proof thereof.

25. Regarding Paragraph 68 of the Complaint, no response is required.

26. Regarding Paragraphs 69-73 of the Complaint, Defendant SCECIG is without sufficient information either to admit or to deny; and as such denies this Paragraph and demands strict proof thereof.

27. Regarding Paragraph 74 of the Complaint, no response is required.

28. Defendant SCECIG denies Paragraph 75 of the Complaint and demands strict proof thereof.

FOR A SECOND DEFENSE
(12(b)(6) Failure to State a Claim)

29. Plaintiff's claims are barred because they fail to state facts sufficient to constitute a cause of action.

FOR A THIRD DEFENSE
(Comparative Negligence)

30. Plaintiff's claims are barred, or must be reduced, because even if Defendant SCECIG was negligent as alleged by the Plaintiff, which is specifically denied, Defendant SCECIG's negligence must be measured against the negligence of Plaintiff in failing and refusing to exercise reasonable care in the handling and storing of the subject battery.

FOR A FOURTH DEFENSE

(Express & Implied Assumption of the Risk)

31. Plaintiff's claims are barred by the doctrine of assumption of the risk.

FOR A FIFTH DEFENSE
(S.C. Code §15-73-10)

32. Plaintiff's claim for Strict Liability/Failure to Warn is barred, because the subject battery was not defective or unreasonably dangerous.

FOR A SIXTH DEFENSE
(S.C. Code §36-2-314)

33. Plaintiff's claim for Implied Warranty of Merchantability is barred, because the subject battery was merchantable.

FOR A SEVENTH DEFENSE
(No Recommendation of Battery)

34. Plaintiff's claim for Implied Warranty of Fitness for a Particular Purpose is barred, because Defendant SCECIG did not recommend the subject battery.

FOR AN EIGHTH DEFENSE
(S.C. Code §39-5-40)

35. Plaintiff's claim for Unfair Trade Practices is barred, because the South Carolina Unfair Trade Practices Act does not apply to the sale of Electronic Nicotine Delivery Systems (ENDS), which is regulated by the Federal Drug Administration.

FOR A NINTH DEFENSE
(Spoliation of Evidence)

36. Plaintiff's claims are barred by the doctrine of spoliation of evidence.

FOR A TENTH DEFENSE
(Intervening/Superseding Cause)

37. Plaintiff's claims are barred, because even if Defendant SCECIG was negligent

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as alleged by Plaintiff, which is specifically denied, the intervening and/or superseding negligence of an entity or entities other than Defendant SCECIG was the direct and proximate cause of the damages suffered by Plaintiff.

FOR AN ELEVENTH DEFENSE
(Failure to Maintain)

38. Plaintiff's damages, if any, are due to and a result of Plaintiff's failure to properly and adequately maintain and store the subject battery.

FOR A TWELFTH DEFENSE
(Improper Claim for Punitive Damages)

39. Punitive damages are inappropriate, because Defendant SCECIG did not engage in any malicious, reckless, wrongful or intentional conduct upon which an award of punitive damages could be based.

FOR A THIRTEENTH DEFENSE
(Sole Negligence of Plaintiff)

40. Plaintiff's claims are barred because the damages suffered by Plaintiff, if any, were due solely to and caused by the negligence, carelessness, recklessness, willfulness and wantonness of the Plaintiff and/or its agents in failing and refusing to exercise reasonable care in the maintenance and/or storage of the subject battery.

FOR A FOURTEENTH DEFENSE
(Sole Negligence of Others)

41. Plaintiff's claims are barred because the damages suffered by Plaintiff, if any, were due solely to and caused by the negligence, carelessness, recklessness, willfulness and wantonness of an entity or entities or person other than Defendant SCECIG.

FOR A FIFTEENTH DEFENSE
(Additional Defenses & Reservation of Other Defenses)

42. Defendant SCECIG hereby gives notice that it intends to rely upon such other

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affirmative defenses as may become available or apparent during the course of discovery, and thus reserves the right to amend its Answer to assert any such defense.

WHEREFORE, Defendant SCECIG demands judgment as follows:

a. For dismissal of Plaintiff's Complaint against Defendant SCECIG;

b. For a reasonable attorney's fee and costs incurred in defending this action; and

c. For such other relief as this Court deems just and proper.

SANDERS LAW FIRM, LLC

s/ Thomas O. Sanders, IV
Thomas O. Sanders, IV
1738 Three Oaks Avenue
Charleston, South Carolina 29407
(843) 573-8828
ATTORNEY FOR DEFENDANT SCECIG

September 10, 2021
Charleston, South Carolina

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
REID FLEMING,	)	Civil Action No. 2021-CP-1001663
	)	
Plaintiff,	)	
	)	
vs.	)	**DEFENDANT LG CHEM, LTD.'S MEMORANDUM IN SUPPORT OF MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION**
	)	
THE PLANET VAPE, LLC;SCECIGARETTE, LLC; LG CHEM, LTD.;	)	
	)	
Defendants.	)	
	)	

Defendant LG Chem, Ltd. ("LG Chem") respectfully submits this memorandum of law in support of its Motion to Dismiss Plaintiff's Complaint against it for lack of personal jurisdiction, pursuant to South Carolina Rule of Procedure 12(b)(2).

INTRODUCTION

This is a products liability case, in which Plaintiff alleges he was injured when one of the lithium ion batteries he purchased from defendants The Planet Vape, LLC ("Planet Vape") and SC E-Cigarette, LLC ("SC E-Cigarette"), for use with his vaping device, exploded in his pocket. Plaintiff alleges that LG Chem was the manufacturer of the battery and that John Doe Distributors #1 through 3 distributed the subject battery to Planet Vape and SC E-Cigarette.

Defendant LG Chem is a Korean corporation with its headquarters and principal offices in Seoul, South Korea. LG Chem never designed, manufactured, distributed, advertised, or sold any lithium ion battery cells directly to consumers for use as standalone, replaceable batteries, in South Carolina or anywhere else. The lithium ion cells that LG Chem manufactured are industrial

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component parts that are designed to be incorporated into battery packs with protective circuitry. They are not standalone, replaceable consumer batteries, and they were not designed to be handled by consumers. LG Chem never authorized anyone to sell its 18650 battery cells directly to consumers as standalone, replaceable batteries, and never sold any lithium ion battery cells to anyone known to LG Chem to be engaged in the business of supplying 18650 lithium ion battery cells to consumers as standalone, replaceable batteries. Accordingly, LG Chem lacks suit-related contacts with South Carolina, and due process is not satisfied by the exercise of jurisdiction over LG Chem in this case.

The above facts are undisputed, and the allegations of Plaintiff's complaint—even if true—do not show otherwise. Therefore, the exercise of either general or specific personal jurisdiction over LG Chem would violate constitutional due process and offend traditional notions of fair play and substantial justice. For these reasons, the Court should dismiss Plaintiff's claims against LG Chem.

FACTS

A. The nature of Plaintiff's claims.

Plaintiff Reid Fleming is a resident of Anderson County, South Carolina. (Complaint, filed April 12, 2021, ¶ 1.) Plaintiff alleges that prior to the accident at issue, he purchased from Planet Vape and SC E-Cigarette a number of lithium ion batteries, which these retailers marketed or represented as being LG batteries. (*Id*. ¶¶ 20, 21.) Plaintiff alleges that on or around May 24, 2018, he was injured when an LG lithium ion battery he had purchased from Planet Vape and SC E-Cigarette exploded in his pocket. (*Id.* ¶ 31.)

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B. LG Chem's lack of suit-related contacts with South Carolina.

LG Chem is a Korean corporation with its headquarters and principal offices in Seoul, South Korea. (**Exhibit A,** Affidavit of Hwi Jae Lee, dated July 13, 2021, ¶ 7; Compl., ¶ 4.) LG Chem does not have an office in South Carolina; is not registered to do business in South Carolina; does not have a registered agent for the service of process in South Carolina; does not own or lease any real property in South Carolina; and does not have any employees who work in South Carolina. (Lee Aff. ¶¶ 8–13.)

LG Chem has never designed, manufactured, distributed, advertised, or sold its lithium ion battery cells to consumers for use as standalone, replaceable batteries in South Carolina or anywhere else. (Lee Aff., ¶¶ 16–17.) The lithium ion cells that LG Chem manufactured are industrial component parts; they are not standalone, replaceable consumer batteries, and they were not designed to be handled by consumers. (*Id.* ¶ 16.)

LG Chem never conducted any business with the entity or entities allegedly involved in distributing or selling the subject battery cell to a South Carolina vape shop, and never authorized them or anyone else to advertise, distribute, or sell its lithium ion cells to individual consumers for use as standalone, replaceable batteries. (*Id*. ¶¶ 20, 21.) LG Chem never distributed, supplied, sold, or shipped any lithium ion battery cells to anyone in South Carolina known to LG Chem to be engaged in the business of selling 18650 lithium ion cells directly to individual consumers for use as standalone, replaceable batteries to power vaping devices. (*Id*. ¶ 19.)

LEGAL 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, 611 S.E.2d 505 (2005). "The party seeking to invoke personal jurisdiction over a non-resident

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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). "Courts will take as true the allegations of the nonmoving party and resolve all factual disputes in its favor." *Brown v. Inv. Mgmt. & Research, Inc*., 323 S.C. 395, 399, 475 S.E.2d 754, 756 (1996) (resolving, in plaintiff's favor, conflicting facts set forth in affidavits from witnesses in opposing parties).

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 (1) in the complaint or (2) in affidavits. *See Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508; *Sullivan v. Hawker Beechcraft Corp*., 397 S.C. 143, 150, 723 S.E.2d 835, 839 (Ct. App. 2012). However, a plaintiff must allege specific facts to establish the contacts necessary to invoke either general or specific jurisdiction. *See Power Prods.*, 379 S.C. at 433, 434, 436, 665 S.E.2d at 665, 666, 667 (affirming trial court's dismissal based on lack of personal jurisdiction because plaintiff did not establish facts—either through the complaint or affidavits—to confer jurisdiction). Conclusory allegations will not suffice. *Id.* at 433–35, 665 S.E.2d at 665–66.

Additionally, "[w]hen a motion to dismiss attacks the allegations of the complaint on the issue of jurisdiction, the court is not confined to the allegations of the complaint but may resort to affidavits or other evidence to determine jurisdiction." *Coggeshall v. Reprod. Endocrine Assocs. of Charlotte*, 376 S.C. 12, 16, 655 S.E.2d 476, 478 (2007).

Here, the Court should consider LG Chem's affidavit that provides admissible facts showing that jurisdiction does not exist. *See, e.g., Power Products*, 379 S.C. at 428, 665 S.E.2d at 663 (citing defendants' affidavits submitted to negate facts alleged in the complaint and support their argument that there was an insufficient nexus from their actions to support jurisdiction); *Hidria, USA, Inc. v. Delo*, 415 S.C. 533, 538, 783 S.E.2d 839, 841 (Ct. App. 2016) (citing to

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affidavits submitted by both plaintiff and defendant in affirming the trial court's dismissal); *Grant v. Lowe's Home Centers LLC*, No. 9:20-CV-00764-DCN, 2020 WL 1494070, at *3 (D.S.C. Mar. 27, 2020) ("In cases where the defendant provides evidence which denies facts essential for jurisdiction, the plaintiff must, under threat of dismissal, present sufficient evidence to create a factual dispute on each jurisdictional element which has been denied by the defendant and on which the defendant has presented evidence.").

ARGUMENT

I. General jurisdiction is lacking because LG Chem is not "at home" in South Carolina.

A court may assert general jurisdiction over foreign corporations when their affiliations with the forum 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)); *see also Ford Motor Co. v. Montana Eighth Jud. Dist. Ct.*, 141 S. Ct. 1017, 1024 (2021). 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)).

In *BNSF*, the Supreme Court held that Montana could not exercise general jurisdiction over BNSF even though the railway company had "over 2,000 miles of railroad track and more than 2,000 employees in Montana." *Id*. at 1559. And in *Daimler*, the Supreme Court declined plaintiffs' invitation to "look beyond the exemplar bases *Goodyear* identified [place of incorporation and principal place of business], and approve the exercise of general jurisdiction in

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every State in which a corporation 'engages in a substantial, continuous, and systematic course of business.' " 571 U.S. at 137–38. "That formulation . . . is unacceptably grasping" and would impermissibly result in "exorbitant exercises of all-purpose jurisdiction" in every "State in which [a company's] sales are sizable." *Daimler*, at 138, 139. "A corporation that operates in many places can scarcely be deemed at home in all of them." *Id*. at 139 n.20. "Otherwise, 'at home' would be synonymous with 'doing business' tests framed before specific jurisdiction evolved in the United States." *Id*.

LG Chem is not "at home" in South Carolina. It is undisputed that South Carolina is not LG Chem's place of incorporation or its principal place of business (*see* Complaint ¶ 4; Lee Aff. ¶ 7). LG Chem has no other continuous or systematic contacts with South Carolina that could satisfy the Supreme Court's standard for an "exceptional case," (Lee Aff. ¶¶ 8–13), and Plaintiff does not allege otherwise. Accordingly, there is no basis for exercising general jurisdiction over LG Chem.

II. Specific jurisdiction is lacking because Plaintiff's claims do not arise out of or relate to any minimum contacts formed by LG Chem with South Carolina.

To establish specific jurisdiction, Plaintiff must show that both South Carolina's long-arm statute and constitutional due process are satisfied. Due process requires that a defendant has sufficient minimum contacts with the forum state such that maintenance of suit does not offend traditional notions of fair play and substantial justice. *Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508.

South Carolina courts recognize that to satisfy due process, the court must find that (1) the defendant has the requisite minimum contacts with the forum, without which the court does not have the power to adjudicate the action (the power prong); and (2) the exercise of jurisdiction would be "reasonable" or "fair" (the fairness prong). *See S. Plastics Co. v. S. Commerce Bank*, 310 S.C. 256, 260, 423 S.E.2d 128, 131 (1992).

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To meet the power prong, the suit must arise out of or relate to the defendant's contacts with the forum. *See Cockrell*, 363 S.C. at 491–94, 611 S.E.2d 505, 509–10 (2005); *Power Prods.*, 379 S.C. at 433–35, 665 S.E.2d at 665–67; *see also Ford Motor Co. v. Montana Eighth Jud. Dist.*, 141 S. Ct. 1017, 1025 (2021); *Bristol-Myers Squibb Co. v. Superior Court*, 137 S. Ct. 1773, 1780 (2017) (citing *Daimler*, 571 U.S. at 127; *J. McIntyre Mach., Ltd. v. Nicastro*, 564 U.S. 873, 881 (2011). 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; *Power Prods*., 379 S.C. at 432, 665 S.E.2d at 665. Here, Plaintiff has not met his burden in showing that his claims arise out of or relate to activities LG Chem directed to residents of South Carolina, and the power prong is not satisfied.

A. Even accepting the factual allegations of Plaintiff's Complaint as true, Plaintiff has not made a prima facie showing of specific jurisdiction.

Plaintiff's Complaint does not set forth specific facts that meet his burden of proof. The majority of his jurisdictional allegations merely parrot the language of the long-arm statute, with no facts to support the boilerplate legal conclusions.[1] In addition, Plaintiff generally alleges that LG Chem conducts business in South Carolina or with South Carolina entities, or that LG Chem makes use of South Carolina ports, without making any specific allegations that would show either contacts with South Carolina related to the particular product at issue in this case or how those contacts might possibly relate to Plaintiff's claims in this case.

[1] *See, e.g.*, Compl. ¶ 9(a) "LG Chem Ltd.'s products . . . cause tortious injury or death in South Carolina by acts or omissions occurring outside the state under circumstances where LG Chem Ltd. regularly does or solicits business, engages in other persistent conduct and/or derives substantial revenue from goods used or consumed or services rendered in the state of South Carolina."

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LG Chem's unrelated business activities with regard to any other products, whether other types of "lithium-ion battery products"[2] or any of the many other component products LG Chem manufactures (such as resin or latex), have absolutely nothing to do with Plaintiff's claims for injury allegedly resulting from use of a lithium-ion battery cell he bought from a South Carolina vape store for use as a standalone, replaceable, consumer battery. And even if Plaintiff had alleged that LG Chem did *any* business in South Carolina for the specific product at issue in this case—which he did not—such allegations would still be insufficient without facts connecting those contacts with his claims.

Plaintiff cannot meet his burden of proving jurisdiction by making vague and conclusory allegations that LG Chem conducted business in South Carolina, without showing, by specific facts, that the business was related to Plaintiff's claims. Instead, a plaintiff must allege specific facts to establish the contacts necessary to invoke either general or specific jurisdiction. *See Power Prods.*, 379 S.C. at 433, 434, 436, 665 S.E.2d at 665, 666, 667 (affirming trial court's dismissal based on lack of personal jurisdiction because plaintiff did not establish facts—either through the complaint or affidavits—to confer jurisdiction). Conclusory allegations will not suffice. *Id.* at 433, 665 S.E.2d at 665, 666.

Because the conclusory jurisdictional allegations contain no supporting facts, the Complaint does not meet the pleading requirements to satisfy Plaintiff's prima facie burden under

[2] For example, "lithium-ion battery products" could mean cells the size and shape of a purse or briefcase, which can be joined together in battery systems the size of an office desk to power electric vehicles, such as cars and buses. This case involves a very specific type of lithium ion battery product, an industrial component part known as an 18650 battery cell, which is cylindrical in shape and measures 65 mm in length and 18 cm in diameter. LG Chem sold 18650 battery cells to sophisticated companies to be used in building battery packs for products such as cordless power tools. The battery packs provide a protective housing and contain protective circuitry for the safe operation of the battery pack.

either the long-arm statute or due process requirements. *See Sullivan*, 397 S.C. at 150–51, 723 S.E.2d at 839 (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).

In *Sonoco Products Co. v. ACE INA Insurance*, 877 F. Supp. 2d 398, 407 (D.S.C. 2012), the United States District Court for the District of South Carolina dismissed a case against a Canadian insurance company for lack of jurisdiction. Applying the same legal standard as South Carolina state courts (by construing the allegations in the light most favorable to plaintiff, drawing all inferences and resolving all factual disputes in its favor), the court held that the plaintiffs "offer nothing more than a conclusory statement to show that ACE INA solicited business in South Carolina." *Id.* at 407 (citing *Masselli & Lane, PC v. Miller & Schuh, PA*, 215 F.3d 1320 (Table) (4th Cir. 2000), for the proposition that a court need not "credit conclusory allegations" when deciding whether a plaintiff makes a prima facie showing of personal jurisdiction).

Here, the allegations in Plaintiff's complaint are pleaded in the same way that the *Sullivan* and *Sonoco* courts found to be insufficient to meet a prima facie showing of personal jurisdiction, and merely alleging legal conclusions in the Complaint does not meet the fact-pleading standard required by South Carolina courts.

B. Plaintiff's allegations focus on third party activities, when the jurisdictional analysis depends on the defendant's own contacts with the forum.

The minimum contacts analysis focuses on the defendant's conduct in "direct[ing] its activities to residents of South Carolina." *Hidria, USA, Inc. v. Delo*, 415 S.C. 533, 783 S.E.2d 839, 843 (Ct. App. 2016); *see also Cockrell*, 363 S.C. at 494, 611 S.E.2d at 510. "In addition, the defendant's activities directed to a resident of this State must be its own and not the unilateral

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activities of some other entity." *S. Plastics*, 310 at 261, 423 S.E.2d at 131; *see also Walden v. Fiore,* 571 U.S. 277, 291 (2014) (holding that, for purposes of personal jurisdiction, "it is the defendant, not the plaintiff or third parties, who must create contacts with the forum State"); *Madden v. Petland Summerville, LLC*, No. 2:20-CV-02953-DCN, 2021 WL 5770294, at *4 (D.S.C. Dec. 6, 2021) (finding that marketing actions—which were those of a Summerville, South Carolina franchise, not the defendant franchisor—could not be attributed to the nonresident franchisor for jurisdictional purposes) (citing *Walden*, 571 U.S. at 278).

For example, Plaintiff's allegation that he purchased and used the product from a retailer in the state and was injured in the forum state, even if true, focuses only on the conduct of the Plaintiff and other third parties, not the conduct of LG Chem. Even if true, these allegations do not establish that LG Chem formed a suit-related connection with the state. *See Walden*, 571 U.S. at 277 (holding that the operative question "is not where the plaintiff experienced a particular injury or effect but whether the defendant's conduct connects [it] to the forum in a meaningful way").

The U.S. Supreme Court recently addressed this issue in *Ford Motor Co. v. Montana Eighth Judicial District Court*, 141 S. Ct. 1017 (2021). In *Ford*, the Supreme Court reiterated that the constitutional touchstone focuses on the contacts between the defendant and the forum state—not contacts with the forum formed by the plaintiff or other third parties. Although the Supreme Court rejected Ford's argument that there must be a strict *causal* connection between the defendant's in-state conduct and the plaintiff's claims, the Court nevertheless reiterated that the specific jurisdiction analysis must focus on the extent and nature of the defendant's conduct directed to the forum state and the degree to which that conduct is related to the plaintiff's claims. 141 S. Ct. at 1027–28; *see also Bristol-Myers*, 137 S. Ct. at 1781 ("When there is no such

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connection, specific jurisdiction is lacking regardless of the extent of a defendant's unconnected activities in the State.").

In *Ford*, which consolidated two cases that originated in Montana and Minnesota state courts, the Supreme Court found that those two states had properly exercised personal jurisdiction over Ford in cases in which a consumer plaintiff asserted product liability claims against the company based on use of a Ford vehicle that had arrived in the forum state (where the accident occurred) as the result of consumer relocations and resales, and was not designed, manufactured, or sold in the forum by Ford. Although Ford did not bring the specific vehicles to the forum states, Ford itself engaged in extensive and wide-ranging activities in the forum state in furtherance of its undisputed intention to serve a consumer market for the very same type of vehicles at issue.

It was Ford, not unauthorized third parties, that supplied consumers in Minnesota and Montana with Ford vehicles (and specifically Explorers and Crown Victorias); it was Ford, not unauthorized third parties, that advertised those vehicles to in-state consumers on TV and billboards and by "every means imaginable"; and it was Ford that licensed dealers to sell, maintain, and repair Ford cars in Minnesota and Montana. *Ford*, 141 S. Ct. at 1028. As the Court noted, Ford had "a veritable truckload" of relevant, suit-related contacts with the forum States. *Id*. at 1031.

By contrast, here, it was unauthorized third parties—not LG Chem—that supplied consumers in South Carolina with lithium ion battery cells through retail stores that had no connection to LG Chem. There were no retailers licensed by LG Chem to supply LG lithium ion battery cells directly to consumers. There were no dealers authorized by LG Chem to repair or replace lithium ion battery cells for consumers. There were no TV or billboards or other advertisements whereby LG Chem "urged" consumers to purchase lithium ion battery cells as

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standalone, replaceable batteries for any purpose. Any connections that exist between South Carolina and this lawsuit were formed entirely by Plaintiff and other third parties; none by LG Chem.

Similarly, in *Cockrell*, the Supreme Court of South Carolina found personal jurisdiction was lacking over defendants—the University of Massachusetts at Lowell Baseball Research Center and James Sherwood, a mechanical engineer and Director of the Research Center—because the subject product (baseball bats) "did not arrive in South Carolina through the respondents' efforts." 363 S.C. at 494, 611 S.E.2d at 510. Instead, the bats arrived in South Carolina through the unilateral efforts of the distributor, Hillerich.

Here, LG Chem's purported involvement with the subject suit is even more attenuated than the defendants in *Cockrell*. LG Chem has introduced admissible, uncontroverted evidence showing that it never served a consumer market in South Carolina for standalone, replaceable 18650 batteries and never authorized anyone to sell its 18650 cells directly to consumers for use as standalone, replaceable batteries. (*See* Lee Aff. ¶¶ 15–17, 19–22.) Accordingly, LG Chem has not formed any contacts with South Carolina related to Plaintiff's claims for personal injury resulting from use of an LG 18650 lithium ion battery cell as a standalone battery to power his e-cigarette device. As a matter of law, therefore, the requisite connection among LG Chem, South Carolina, and Plaintiff's claims is missing.

C. Plaintiff cannot rely on an outdated "stream of commerce" theory of jurisdiction when the "relatedness" element of the due process analysis central to the U.S. Supreme Court's more recent precedents is not satisfied.

Plaintiff alleges that LG Chem manufactured a product outside the state and expected that it would be distributed or misused [by others] in South Carolina. *See* Compl. ¶ 10(b), 10(d)–(e)).

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However, alleged awareness of third party actions is legally insufficient to support the exercise of specific jurisdiction. Instead, "it is the defendant's actions, not his expectations, that empower a State's courts to subject him to judgment." *J. McIntyre Mach., Ltd. v. Nicastro*, 564 U.S. 873, 883 (2011) (plurality op.); *Ford*, 141 S. Ct. at 1025 (the relevant "contacts must be the defendant's own choice"); *World-Wide Volkswagen Corp. v Woodson*, 444 U.S. 286, 297 (1980) ("[T]he 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."). The South Carolina Supreme Court's most recent decision addressing "stream of commerce" jurisdiction, *State v. NV Sumatra Tobacco Trading, Co*., 379 S.C. 81, 666 S.E.2d 218 (2008), pre-dating *J. McIntyre*, *Bristol-Myers*, and *Ford*, cannot be applied to compel a result that is inconsistent with those U.S. Supreme Court precedents.

1. *Sumatra cannot be read or applied in a way that is inconsistent with the U.S. Supreme Court's express rejection of "nationwide" personal jurisdiction and central focus on the relationship among the forum, the defendant, and the claims at issue.*

In *J. McIntyre*, the New Jersey Supreme Court had held that jurisdiction was proper "because the injury occurred in New Jersey; because petitioner 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'; and because petitioner failed to 'take some reasonable step to prevent the distribution of its products in [New Jersey].'" *Id*. at 879 (Kennedy, J., plurality opinion) (quoting *Nicastro v. McIntyre Mach. Am., Ltd*., 987 A.2d 575, 592 (N.J. 2010)). In reaching that conclusion, the New Jersey Supreme Court cited the South Carolina Supreme Court's decision in *Sumatra* as an exemplar of the "stream of commerce" theory of jurisdiction supporting "nationwide" jurisdiction.

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But the United States Supreme Court reversed the New Jersey Supreme Court in *J. McIntyre*, concluding that "the New Jersey Supreme Court's holding and its account of what it called '[t]he stream-of-commerce doctrine of jurisdiction,' were incorrect, however." 564 U.S. at 879. Justice Breyer, although concurring in the judgment on narrower grounds, nevertheless agreed with the plurality that the New Jersey Supreme Court's view that a manufacturer "is subject to jurisdiction for a products-liability action so long as it 'knows or reasonably should know that its products are distributed through a nationwide distribution system that *might* lead to those products being sold in any of the fifty states'" does not comport with due process. *Id.* at 891 (Breyer, J., concurring) (emphasis in original). To adopt the New Jersey Supreme Court's "view would abandon the heretofore accepted inquiry of whether, focusing upon the relationship between 'the defendant, the forum, and the litigation,' it is fair, in light of the defendant's contacts *with that forum*, to subject the defendant to suit there." *Id.* (emphasis in original) (quoting *Shaffer v. Heitner*, 433 U.S. 186, 204 (1977)).

Of note, in a post-*J. McIntyre* case involving the same Sumatra defendant that was the basis for South Carolina's *Sumatra* decision, the Tennessee Supreme Court concluded that *J. McIntyre* led it to reach the opposite conclusion on personal jurisdiction. *See* S*tate v. NV Sumatra Tobacco Trading Co.*, 403 S.W.3d 726, 765 (Tenn. 2013) (recognizing that "[i]f New Jersey lacked jurisdiction over J. McIntyre Machinery, which vigorously and directly targeted American markets, including New Jersey, then Tennessee surely lacks jurisdiction over NV Sumatra").

In *Sumatra*, our Supreme Court recognized that "[t]he 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." *Id.* at 89, 666 S.E.2d 222 (emphasis

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added). The Court concluded this standard was met in *Sumatra* in light of the volume of cigarettes the defendant admittedly distributed for sale to consumers throughout the United States, including 7 million cigarettes to consumers in South Carolina. But here, LG Chem denies that it distributed any 18650 battery cells to anyone for sale as a standalone product to consumers in South Carolina—or anywhere else.

Reading *Sumatra* to support the exercise of personal jurisdiction over a foreign manufacturer based solely on a plaintiff's allegation that the foreign defendant manufactured its product in a foreign country with the expectation or awareness that third parties would sell its product throughout the United States and in the State of South Carolina would be squarely at odds with controlling United States Supreme Court precedents and inconsistent with the facts supporting the Court's ruling in *Sumatra*.

2. *Sumatra is readily distinguishable on its facts, where the undisputed evidence in this case establishes that LG Chem did not distribute lithium ion batteries as standalone products to consumers throughout the United States, or in South Carolina.*

In *Sumatra*, the South Carolina Supreme Court 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). The facts of the case before this Court are highly distinguishable from those in *Sumatra*. In that case, the Indonesian cigarette manufacturer admitted that it intended to sell its cigarettes to consumers throughout the United States, including almost seven million cigarettes sold to consumers in South Carolina in one year as the direct result of its intended chain of distribution. *Id.* at 87–92, 666 S.E.2d at 221–24. Further, in *Sumatra*, the Indonesian manufacturer sold its cigarettes to its designated distributor, which then distributed the cigarettes to South Carolina for the specific purpose of distributing them to consumers as a consumer product. *Id*., at 86, 666 S.E.2d at 220.

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By contrast, here, Plaintiff does not allege, nor could he, that LG Chem distributed its 18650 lithium ion battery cells directly to consumers as a standalone product, or to any distributor or other intermediary for the purpose of supplying the cells directly to consumers as a standalone product. And LG Chem's admissible evidence shows that LG Chem did not design, manufacture, distribute, advertise, or sell its 18650 battery cells directly to or for use by consumers as standalone, replaceable batteries, and that it never authorized anyone else to do so either. This important fact readily and materially distinguishes *Sumatra* from the case before this Court. The *Sumatra* court itself recognized that a decision on personal jurisdiction must be based on the unique facts of each case, and the distinguishable facts of this case cannot be shoehorned within the holding of *Sumatra*.

D. Plaintiff's conclusory allegation of "relatedness" does not satisfy his burden.

Although Plaintiff alleges, in conclusory fashion, that "LG Chem, Ltd.'s contacts with South Carolina relate to plaintiff's claims," (Compl., ¶ 10), he fails to support that boilerplate legal conclusion with supporting facts, and there are none. For example, Plaintiff alleges that LG Chem delivers lithium ion battery products to South Carolina ports, but he does not allege that they are the same products at issue in this case, nor does he allege that LG Chem delivers the specific products at issue in this case to a consumer market in South Carolina (and it does not). Even if LG Chem had supplied lithium ion battery cells to a car manufacturer in South Carolina, that is not the same product, and it has nothing to do with a consumer vaping market for standalone, 18650 batteries. Plaintiff has not offered specific factual allegations that, if true, would support a finding of relatedness, nor can he possibly introduce any evidence to support the constitutionally required suit-related connection between LG Chem and South Carolina.

The U.S. Supreme Court's recent precedents make clear that the manufacturer's forum contacts must relate to the specific product at issue in the suit, not any product a manufacturer

might sell. *See Ford*, 141 S. Ct. at 1028 ("Ford had advertised, sold, and serviced those two car models in both States for many years. *(Contrast a case, which we do not address, in which Ford marketed the models in only a different State or region.)* In other words, Ford had systematically served a market in Montana and Minnesota for the very vehicles that the plaintiffs allege malfunctioned and injured them in those States.") (emphasis added). Indeed, even when the manufacturer has extensive in-state contacts for the very product at issue, these contacts cannot support the exercise of specific jurisdiction if unrelated to the litigation. *Bristol-Myers*, 137 S. Ct. at 1781 ("[E]ven regularly occurring sales of a product in a State do not justify the exercise of jurisdiction over a claim unrelated to those sales."); *Goodyear*, 564 U.S. at 919 n. 6.

Plaintiff makes no such allegations, and Plaintiff cannot possibly offer any evidence showing that LG Chem supplied a consumer market in South Carolina for standalone 18650 batteries, because it is simply not true. Instead, Plaintiff alleges only that LG Chem was aware that individual consumers were using its battery cells to power vaping devices and that LG Chem allegedly did not attempt to prevent such third party misuse of its battery cells. These allegations, even if true (which they are not), would not establish that LG Chem formed any suit-related connections with South Carolina; instead, these allegations focus only on LG Chem's alleged awareness of the activities of third parties that diverted its 18650 battery cells from their intended chain of distribution and re-sold them into a consumer vaping market for standalone 18650 batteries without LG Chem's authorization.

The United States Supreme Court reiterated earlier this year in *Ford* that the relatedness element of the specific jurisdiction analysis "imposes real limits." The Supreme Court has long held that specific jurisdiction requires "a connection between the defendant's contacts with the forum and the specific claims at issue." *Ford*, 141 S. Ct. at 1026 (quoting *Bristol-Myers*, 137 S.

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Ct. at 1776); *see also Walden*, 571 U.S. at 284; *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 414 (1984) ("When a controversy is related to or 'arises out of' a defendant's contacts with the forum, the Court has said that a 'relationship among the defendant, the forum, and the litigation' is the essential foundation of in personam jurisdiction."); *Fidrych v. Marriott Int'l, Inc.*, 952 F.3d 124, 140 (4th Cir. 2020) ("Marriott's qualification to do business in South Carolina and its involvement in ninety hotels in the state have nothing to do with the claims asserted in this case and thus are not relevant to our inquiry.") (citing *Walden*, 571 U.S. at 284). Plaintiff has not and cannot make that showing here.

Indeed, in *Bristol-Myers*, the non-resident defendant had five research laboratories in the forum state that employed 160 employees, 250 in-state sales representatives, an in-state government advocacy center, and an in-state distributor for the very drug at issue in the case (Plavix), but the Court still found jurisdiction lacking because those extensive, in-state contacts were not related to the non-resident plaintiffs' claims. *Bristol-Myers*, 137 S. Ct. at 1781 ("[E]ven regularly occurring sales of a product in a State do not justify the exercise of jurisdiction over a claim unrelated to those sales."); *Goodyear*, 564 U.S. at 919 n. 6. LG Chem has no such contacts with South Carolina for its 18650 battery cells, and Plaintiff does not allege otherwise.

Just last month, a California Court of Appeal found personal jurisdiction lacking over LG Chem in a similar case in California, despite evidence (which does not exist here) that LG Chem supplied 18650 battery cells to original equipment manufacturers and battery packers in the forum state (California) because those sales were unrelated to the plaintiff's claims. *See, Kadow v. LG Chem, Ltd*., No. B309854, 2021 WL 5935657, at *1 (Cal. Ct. App. Dec. 16, 2021(affirming the trial court's order granting LG Chem's motion to quash for lack of personal jurisdiction); *see also LG Chem, Ltd. v. Turner*, No. 14-19-00326-CV, 2021 WL 2154075, at *5 (Tex. App. May 27,

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2021) and *LG Chem, Ltd. v. Granger*, No. 14-19-00814-CV, 2021 WL 2153761, at *5 (Tex. App. May 27, 2021) (two post-*Ford* cases, based on similar jurisdictional facts and law, finding that "while it is undisputed that appellant sells some amount and some types of lithium-ion batteries into Texas and has a relationship with Stanley Black and Decker, there is no evidence, nor even an allegation that these connections with Texas are in any way connected to appellee's claims.") In addition, last year, the Missouri Supreme Court found personal jurisdiction lacking over LG Chem in that state, rejecting the plaintiff's argument that jurisdiction could be exercised based on LG Chem's alleged awareness that third parties were selling its 18650 battery cells to consumers in Missouri. *State ex rel. LG Chem, Ltd. v. McLaughlin*, 599 S.W.3d 899 (Mo. 2020).

Here, Plaintiff has not alleged any facts or offered any evidence that could support a finding that his claims arise from or relate to any contacts LG Chem itself formed with South Carolina, and there are none. Even if Plaintiff showed that LG Chem directed products to industrial customers in South Carolina (such as petrochemicals or other types of lithium ion battery cells delivered to car manufacturers), that business is not sufficiently related to Plaintiff's claims that he was injured by use of a lithium ion battery he bought from a South Carolina vape store as a standalone battery to power his e-cigarette device to satisfy constitutional due process.

E. The existence of other lawsuits is irrelevant to the jurisdictional analysis.

Plaintiff alleges that LG Chem has previously been sued and defended other lawsuits in South Carolina. Even if true, this allegation is insufficient to support the exercise of jurisdiction over LG Chem in this case, where LG Chem has not consented to jurisdiction. *See, e.g.*, *Dow Chem. Co. v. Calderon*, 422 F.3d 827, 833 (9th Cir. 2005) (holding that "defense on the merits in a suit brought by one party cannot constitute consent to suit as a defendant brought by different parties"); *Klinghoffer v. S.N.C. Achille Lauro Ed Altri-Gestione Motonave Achille Lauro in*

Amministrazione Straordinaria, 937 F.2d 44, 50 n.5 (2d Cir. 1991) ("A party's consent to jurisdiction in one case, however, extends to that case alone. It in no way opens that party up to other lawsuits in the same jurisdiction in which consent was given, where the party does not consent and no other jurisdictional basis is available."); *Funai Elec. Co. v. Personalized Media Commc'ns, LLC*, Civ. No. 15-558-RGA, 2016 WL 370708, at *2-3 (D. Del. Jan. 29, 2016); *Bertolini-Mier v. Upper Valley Neurology Neurosurgery, P.C.*, No. 5:15-cv-35, 2016 WL 7174646, at *3 (D. Vt. Dec. 7, 2016); *Fesniak v. Equifax Mortg. Servs. LLC*, No. 14-3728, 2015 WL 2412119, at *6 (D. N.J. May 21, 2015).

Finally, that other South Carolina trial courts have denied motions to dismiss filed by LG Chem in other cases is not dispositive or binding on this Court. *See also Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508 ("The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case."). LG Chem respectfully submits those decisions were not consistent with the requirements of constitutional due process.

In addition, in his Complaint at Paragraph 11, Plaintiff makes inaccurate statements regarding other lawsuits in South Carolina. For example, in *Roberts v. The Planet Vape*, the plaintiff in that case dismissed his suit against LG Chem after he determined that LG Chem was not the manufacturer of the cell. And in *Thompson v. Rolling Fog Vapor, et al*., the case is stayed while the Court of Appeals considers LG Chem's appeal of the order denying its motion to dismiss.

III. The fairness prong need not be considered, as Plaintiff has failed to satisfy the power prong.

Because the power prong cannot be satisfied, the Court need not reach the fairness prong. Regardless, Plaintiff cannot establish that the exercise of specific jurisdiction over LG Chem is constitutionally reasonable or fair. Under the fairness prong, courts analyze factors such as "the burden on the defendant[;] . . . the forum state's interest in adjudicating the dispute; the plaintiff's

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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." *S. Plastics Co.*, 310 S.C. at 263, 423 S.E.2d at 132 (citing *World–Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286 (1980)). "The weaker the contacts . . . the less likely it is that jurisdiction is reasonable." *Grayson Consulting, Inc. v. Cathcart*, Nos. 2:07-cv-00593, 2013 WL 5755400, at *3 (D.S.C. Oct. 23, 2013).

Consideration of these factors affirms that subjecting LG Chem to specific jurisdiction in South Carolina would be constitutionally unreasonable. 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, which it is not, the exercise of specific jurisdiction over LG Chem would not comport with fundamental fairness.

CONCLUSION

For the foregoing reasons, Defendant LG Chem respectfully requests an Order dismissing Plaintiff's claims against it for lack of personal jurisdiction. LG Chem is not subject to general jurisdiction because it cannot fairly be said to be "at home" in South Carolina. LG Chem is not subject to specific jurisdiction because Plaintiff's claims do not arise from or relate to minimum contacts formed by LG Chem with South Carolina. Accordingly, due process is not satisfied, and Plaintiff's claims against LG Chem should be dismissed.

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.

App.00176

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Respectfully submitted,

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Columbia, South Carolina
January 7, 2022

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Reid Fleming, Plaintiff, v. The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem Ltd.; John Doe Distributor #1; John Doe Distributor #2; and John Doe Distributor #3, Defendants.	IN THE COURT OF COMMON PLEAS C/A no. 2021-CP-1001663 **AFFIDAVIT OF CHRIS MOORE RE EXHIBITS TO PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT LG CHEM, LTD.'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION**

I, Chris Moore, do hereby declare that the following is true and correct:

1. I am an attorney at law, licensed to practice in the State of South Carolina. I have been licensed to practice in the State of South Carolina since 2008.

2. I am one of the attorneys of record for Plaintiff.

3. I have knowledge of the matters stated herein.

4. Attached hereto as **Exhibit 1** is a true and accurate copy of the document entitled "LG Chem Ltd. and Subsidiaries Consolidated Financial Interim Financial Statements, June 30, 2018 and 2017" obtained from the website https://www.lgchem.com/upload/file/audit-report/2018_2Q_ConFS_ENG.pdf.

5. Attached hereto as **Exhibit 2** is a true and accurate copy of the Order of the Honorable Max O. Cogburn, Jr., United States District Judge for the Western District of North Carolina in the matter of *Celgard, LLC v. LG Chem, Ltd.*, No. 3:14-CV-00043-MOC-DC, 2015 WL 2412467 (W.D.N.C. May 21, 2015) obtained by counsel.

6. Attached hereto as **Exhibit 3** is a true and accurate copy of US Customs Import Data reflecting Shipments from LG Chem, Ltd., with LG Chem America Inc. acting as consignee

on over 818 shipments to South Carolina Ports dating back to 2006 obtained by counsel from the online subscription-based customs and import database operated by Import Genius, available via https://www.importgenius.com/.

7. Attached hereto as **Exhibit 4** is a true and accurate copy of Import Key data on 2018-2019 LG lithium ion batteries sold to South Carolina obtained by counsel from the online subscription based customs and import database operated by Import Key, available via http://www.importkey.com/.

8. Attached hereto as **Exhibit 5** is a true and accurate copy of LG Chem America, Inc.'s Certificate of Authority and Business Registration with the South Carolina Secretary of State initially obtained on September 15, 2010.

9. Attached hereto as **Exhibit 6** is a true and accurate copy of the April 30, 2019, Order Denying LG Chem America, Inc.'s Motion to Dismiss of the Hon. Michael G. Nettles, Presiding Judge, Twelfth Judicial Circuit, in the matter of *Moore v. Planet Vapor, Inc. et al.*, No. 2018-CP-02884 (Ct. Comm. Pleas, Florence Cnty, 2019).

10. Attached hereto as **Exhibit 7** is a true and accurate copy of the June 22, 2021, Order Denying LG Chem Ltd.'s Motion to Dismiss of the Hon. Judge Jefferson, Presiding Judge, Fourteenth Judicial Circuit, in the matter of *Williamson v. Pirates Cove Vapor Lounge, LLC, et al.*, Case No. 2019-CP-07-02270 (Ct. Comm. Pleas, Beaufort Cnty, 2019).

11. Attached hereto as **Exhibit 8** is a true and accurate copy of the May 6, 2020, Order Denying LG Chem Ltd.'s Motion to Dismiss of the Hon. Courtney Clyburn Pope, Presiding Judge, Second Judicial Circuit, in the matter of *Joshua Holtzendorff v. LG Chem, Ltd. et al.*, Case No. 2018-CP-0201518 (Ct. Comm. Pleas, Aiken Cnty, 2020).

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12. Attached hereto as **Exhibit 9** is a true and accurate copy of the December 17, 2020, Form 4 Order Denying LG Chem Ltd.'s Motion to Dismiss of the Hon. Bentley D. Price, Presiding Judge, Ninth Judicial Circuit, in the matter of *Nicholas Keith Roberts v. LG Chem, Ltd. et al.*, Case No. Civil Action No. 2020-CP-100912 (Ct. Comm. Pleas, Charleston Cnty, 2020).

13. I hereby declare that to the best of my knowledge the statement set forth herein are true and accurate, and that this declaration was voluntarily executed on January 7, 2022.

SO SWORN.

C. Moore

Chris Moore
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 7th DAY OF January, 2022

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 10/25/28

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Reid Fleming, Plaintiff, v. The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem Ltd.; John Doe Distributor #1; John Doe Distributor #2; and John Doe Distributor #3, Defendants.	IN THE COURT OF COMMON PLEAS C/A no. 2021-CP-1001663 **PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANT LG CHEM, LTD.'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION**

Plaintiff Reid Fleming respectfully submits this response in opposition to defendant LG Chem, Ltd.'s (LG Chem) motion to dismiss for lack of personal jurisdiction.

I. Introduction

This is a product liability action. Plaintiff Reid Fleming, a resident of Anderson County, South Carolina purchased a lithium ion battery ("subject battery") from SCECIGARETTE, LLC, d/b/a "Planet Vape" at one of its retail locations in Charleston County, South Carolina.[1] Plaintiff was seriously burned and injured when the subject battery, which is manufactured by LG Chem, suddenly exploded in his pocket.[2] This action followed. Plaintiff alleges that LG Chem designed, manufactured, distributed batteries, including the subject battery, that were defective in design or manufacture. Plaintiff also alleges LG Chem distributed its battery products with the expectation that they would be sold / used in South Carolina.[3]

[1] *See* Compl. ¶¶ 1, 20.
[2] *Id*. at ¶ 31.
[3] *Id.*

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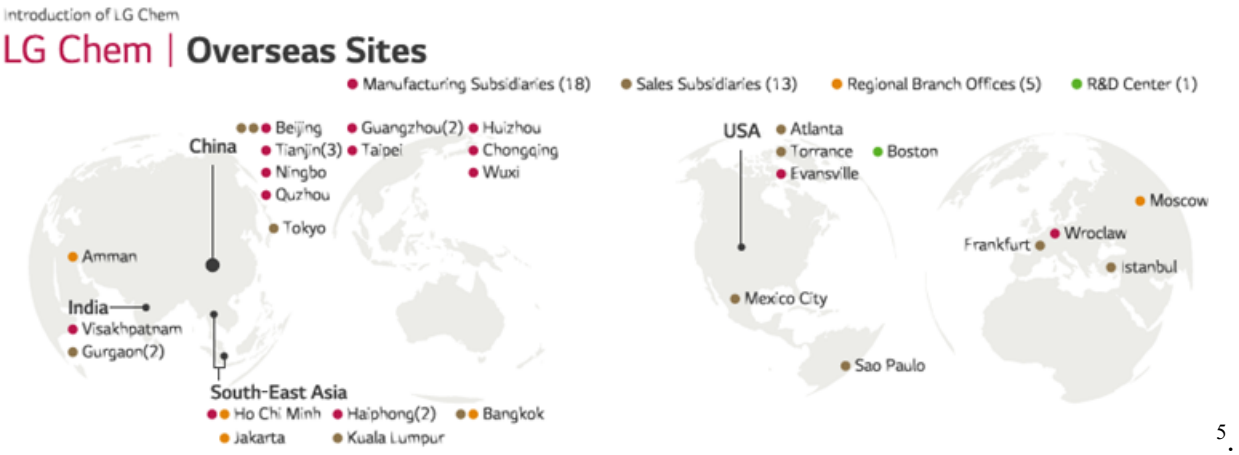
Defendant LG Chem argues that this Court, by exercising personal jurisdiction over LG Chem, violates due process because it lacks minimum contacts with South Carolina. However, LG Chem's motion to dismiss is merely a substantive attack on plaintiff's complaint masquerading as a "jurisdictional challenge" with little evidence to contest this Court's jurisdiction over LG Chem.

LG Chem is a multinational company that bills itself a top 5 most valuable chemical company in the world:



[4]. LG Chem boasts over $26.4 billion in sales in 2020 and wholly owns sales, manufacturing, and research and development divisions that operate here in the U.S.:

[4] *See* https://www.lgchem.com/upload/file/introduce/2021_Introduction_of_LGChem_EN[19].pdf (last visited Jan. 7, 2022).



[5].

Despite this, LG Chem submitted the affidavit of Hwi Jaw Lee ("Mr. Lee") to support its position that it does not have sufficient contacts here.[6] Mr. Lee is a "Specialist" at LG Energy Solution, Ltd. (LGES), which Mr. Lee describes a "spin-off of LG Chem's battery division."[7] This affidavit is devoid of any material evidence supporting LG Chem's jurisdictional challenge, and instead makes conclusory and unsupported statements regarding LG Chem's business activities and battery products.[8]

This motion should be denied because (1) South Carolina Circuit Courts have addressed ***and denied*** this precise argument on at least <u>five</u> other occasions under identical or similar facts, each time finding LG Chem possesses sufficient minimum contacts with South Carolina; (2) LG Chem has sufficient minimum contacts with South Carolina because it places its battery products, including the subject battery, into the stream of commerce with the reasonable expectation that they will be sold / used in South Carolina; and (3) maintaining this suit is both fair and reasonable, and maintenance of this suit does not offend the traditional notions of fair play and substantial justice.

[5] *Id.*
[6] *See* Ex. A to LG Chem's Motion to Dismiss ("Lee Aff.").
[7] *Id.* at ¶¶ 4, 5.
[8] *Id.*

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Respectfully, plaintiff requests that the court deny LG Chem's motion to dismiss.

II. Jurisdictional facts & additional evidence

On or around May 24, 2018, plaintiff Reid Fleming was seriously burned and injured when the subject battery, allegedly manufactured by LG Chem, suddenly exploded in his pocket.[9] Prior to this incident, the batteries were sourced by The Planet Vape / SCECIG from either the yet unidentified John Doe Distributors #s 1-3, or directly from LG Chem.[10] Plaintiff's claims against LG Chem are based on theories of strict products liability, negligence, and unfair trade practices.[11] *See* Compl. at Part 1-2, 4.

Plaintiff alleges that LG Chem is subject to the jurisdiction of this Court through South Carolina's long arm statute at S.C. Code Ann. § 36-2-803, and because LG Chem's minimum contacts with the state of South Carolina satisfy the requirements of due process. Specifically, plaintiff alleges that LG Chem "regularly does or solicits business, engages in other persistent conduct, and / or derives substantial revenue form goods used or consumer or services rendered in the state of South Carolina."[12] Further, that LG Chem "produces, manufactures, and distributes batteries with the reasonable expectation that those batteries will be used in South Carolina and that they are used in South Carolina."[13] Plaintiff also alleges that LG Chem "transacts business in South Carolina including the shipment of battery products, either directly or through its wholly owned subsidiaries through the ports of South Carolina,"[14] and that LG Chem or its agents "target the state of South Carolina with marketing and / or efforts to develop business relationships."[15]

[9] *See* Compl. at ¶ 31.
[10] *Id*. at ¶ 24.
[11] *Id.* at Parts 1-2, 4.
[12] *Id.* at ¶ 9(a).
[13] *Id.* at ¶ 9(b).
[14] *Id.* at ¶ 9(c)
[15] *Id.* at ¶ 9(d).

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Of note, plaintiff also alleges that LG Chem has known since 2016 that individuals use these lithium-ion battery products individually to power consumer products like flashlights and vaping devices. Yet despite this knowledge, "LG Chem has done virtually nothing to prevent its lithium ion battery products from being sold individually throughout the U.S. and, specifically, in South Carolina."[16]

It follows that in response to LG Chem's motion to dismiss, plaintiff submits publicly available evidence to support its response in opposition to defendant's motion.[17] First, LG Chem America, Inc. (LGCAI), is the United States subsidiary to the parent corporation and defendant here, LG Chem. LG Chem describes LGCAI as doing business as LG Chem's subsidiary in "sales and trading."[18] Specifically, in *Celgard LLC v. LG Chem, Ltd.*, LG Chem made representations that it targeted the U.S. market with the sales of lithium ion batteries.[19] Specifically, the Court Order reviewing and affirming personal jurisdiction over LG Chem noted that "[LG Chem] went to great lengths to describe the expanse of its participation in the U.S. economic markets:

> 'Defendants sell in the order of $0.76 million every day attributable to the accused batteries sold or imported into the United States..... Worldwide, that number jumps to $6 million in daily sales. Defendants have yearly revenue of $278 million attributable to the accused batteries sold or imported into the United States (and $2.4 billion worldwide). Beyond that, Defendants do business ***every day*** with companies at the center of the U.S. economy.' "[20]

The *Celgard* court highlighted LG Chem's elucidation of the repercussions for LG Chem's lithium ion battery sales in the U.S. if plaintiff's injunction was granted: taking the batteries "off the shelves" in U.S. stores such as Wal-Mart and Best Buy.[21] Additional documents referenced in the above-noted Order including the "Declaration of Juan (S.H.) Oh," were attached in support of

[16] *Id*. at ¶¶ 10(d)-(e).
[17] *See* Moore Aff.
[18] *See* Moore Aff. Ex. 1 at 10.
[19] *See* Moore Aff. Ex. 2.
[20] *Id*. at *25.
[21] *Id*.

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LGCAI's opposition to the requested injunction. Mr. Oh's declaration details LGC's creation of a wholly owned subsidiary in the U.S. specifically regarding lithium-ion batteries:

> As noted above, LGCAI (LG Chem America, Inc.) a wholly-owned subsidiary of LGC, is a Delaware company headquartered in Englewood Cliffs, New Jersey. See Declaration of Juan (S.H.) Oh ("Juan Decl."), (Document No. 33), ¶ 2; Def. Mem. Mot. Dismiss (Document No. 227), p. 4). LGCAI is responsible for marketing LGC petrochemicals, information and electronic materials, **and batteries to customers in the United States**. (Juan Decl, ¶ 2). **LGCAI also acts as a product distributor for LGC's customers in the U.S. and is responsible for sales and program management to U.S. customers** … *Id*."[22]

In addition to LGCAI's assistance in the import of LG Chem products, specifically its battery products, starting November 1, 2006, LG Chem transported and continues to transport its battery products into South Carolina through the Port of Charleston and other U.S. ports to ultimately end up to South Carolina.[23] This data, relied on in other proceedings in the South Carolina circuit courts,[24] has aided the courts in finding jurisdiction over LG Chem proper; it shows 984 shipments through the Port of Charleston, with 818 of those shipments co-signed by LGCAI.[25] Moreover in 2018 to 2019, 13 shipments of LG Chem lithium ion batteries went through the Port of Charleston and shipped out to businesses operating in South Carolina including *inter alia* Continental Tire in Sumter, Covidien in Greenwood, Fitesa Simpsonville in Simpsonville, Flex in West Columbia, Milliken Company in Spartanburg,[26] and Volvo Car US Operations, Inc. in Ridgeville.[27]

This is all to say that LG Chem should not be permitted to shirk their responsibility to design, manufacture, and distribute safe battery products to the American people, specifically

[22] *Id*. at *26 (emphasis added).
[23] *See* Moore Aff. Ex. 3.
[24] This data is relied on in *Thompson*, *Roberts*, *Moore*, and *Holtzendorff* discussed *infra*.
[25] *Id.*
[26] *See* Moore Aff. Ex. 4.
[27] *See* Moore Aff. Ex. 3 (10 of 13 shipments of LG products through the Port of Charleston identified in the 2018-2019 period were batteries delivered to Volvo in Ridgeville, SC).

plaintiff Reid Fleming, by pointing fingers at others to dodge this court's valid exercise of personal jurisdiction.

III. Legal Standard

When challenged via a Rule 12(b)(2) motion, the plaintiff has the burden of showing jurisdiction is proper; however, the law is well-settled that at the pre-trial stage only a *prima facie* showing is required, and no other evidence is necessary. *See Brown v. Inv. Mgmt. & Research, Inc*., 323 S.C. 395, 399, 475 S.E.2d 754, 756 (1996) (citing *Mid–State Distribs., Inc. v. Century Importers, Inc*., 310 S.C. 330, 426 S.E.2d 777 (1993)). Affidavits may be submitted to show jurisdiction; however, the allegations contained in the complaint are normally sufficient to warrant the exercise of jurisdiction. *Brown*, 323 S.C. at 399, 475 S.E.2d at 756 (citing *Springmasters, Inc. v. D & M Mfg*., 402 S.E.2d 192 (Ct. App. 1991)). The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case. *See Engineered Prods. v. Cleveland Crane & Eng'g,* 262 S.C. 1, 201 S.E.2d 921 (1974).

"Courts will take as true the allegations of the nonmoving party and resolve all factual disputes in its favor." *Brown*, 323 S.C. at 399, 475 S.E.2d at 756 (citing 5A Charles A. Wright & Arthur R. Miller, Federal Practice and Procedure § 1351 (Supp. 1995)). *also see Combs v. Bakker,* 886 F.2d 673, 676 (4th Cir. 1989) (noting that on motion to dismiss for lack of jurisdiction "the court must construe all relevant pleading allegations in the light most favorable to the plaintiff, assume credibility, and draw the most favorable inferences for the existence of jurisdiction."). When a demand for dismissal for lack of personal jurisdiction is predicated strictly on affidavits, the plaintiff's burden is "relatively slight." *See Am. Greetings Corp. v. Cohn*, 839 F.2d 1164, 1168-

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1169 (6th Cir. 1988); *and see Estate of Thompson ex rel. Estate of Rakestraw v. Toyota Motor Corp. Worldwide*, 545 F.3d 357, 360-361 (6th Cir. 2008).

IV. Argument

I. Mr. Lee's affidavit fails to refute or address plaintiff's allegations and additional evidence.

LG Chem's only support for its motion to dismiss, the affidavit of Mr. Lee, is an unconvincing attempt to disavow any connection between its actions directed toward South Carolina and plaintiff's claims, positing that specific jurisdiction in South Carolina is improper.[28] In reality, the affidavit is a failed attempt at discrediting this court's jurisdiction through conclusory and unsupported statements. Mr. Lee states no grounds to deny LG Chem's contacts with or shipments to South Carolina.

Nowhere in LG Chem's motion or accompanying affidavit does LG Chem deny targeting, marketing, or shipping its products directly to South Carolina. This is so because LG Chem did in fact direct its products – specifically its batteries – to be sold / used in South Carolina.[29] Also, Mr. Lee attests that as of December 1, 2020, LG Chem no longer manufactured or sold lithium ion batteries; but as plaintiff's injury occurred in May of 2018, this has no relevance to this action.[30]

Importantly, Mr. Lee's affidavit also features misplaced emphasis on LG Chem's authorization (or lack thereof) to do business with Planet Vape / SCECIG, the other named defendants.[31] South Carolina has adopted Justice Brennan's stream of commerce theory from *Asahi Metal Indus. Co. v. Superior Ct. of California,* and as a result, LG Chem need only place its battery products into the stream of commerce with a "regular and anticipated flow . . . from

[28] *See* Lee Aff.
[29] *See infra* part II.
[30] *See* Lee Aff. ¶ 15.
[31] *See Id.* at ¶ 20-21.

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manufacture to distribution to retail sale" in order to be subject to the jurisdiction of this court and satisfy due process. 480 U.S. 102, 117 (1987) (discussed *supra* at Part VI(B)). Therefore, LG Chem's authorization to Planet Vape / SCECIG, or lack thereof, is of no importance to the jurisdiction of the court.

Finally, Mr. Lee's myopic and unsupported assertions that LG Chem "did not have an office," "was not registered to do business," "did not have a registered agent," "did not own or lease any real property," and "did not have any employees,"[32] in addition to stating that he "has no reason to believe that LG Chem currently has an office, . . . business registration, . . . registered agent, . . . property, . . . or employees" in the state of South Carolina[33] blatantly ignores the reality that LG Chem previously admitted to working in concert with LGCAI to market and distribute lithium ion batteries throughout the United States including South Carolina, and, is and has been authorized with the Secretary of State to do business in South Carolina through a registered agent since September 15, 2010.[34]

II. South Carolina Courts have repeatedly found LG Chem subject to personal jurisdiction under the same or similar facts.

South Carolina courts regularly exercise personal jurisdiction over LG Chem in lawsuits involving South Carolina citizens burned and injured by LG Chem's battery products. Still, LG Chem pushes the same arguments with the hope of achieving a different result.

In *Moore v. Planet Vapor Inc.,*[35] the plaintiff was severely burned by an LG Chem lithium ion battery that exploded in her pocket which she purchased from a Planet Vapor, Inc. in South Carolina. Judge Nettles denied LG Chem America, Inc.'s motion to dismiss for lack of personal

[32] *Id.* at ¶¶ 8-12.
[33] *Id.* at ¶ 12.
[34] *See* Moore Aff. Ex. 5.
[35] *See* Moore Aff. Ex. 6.

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jurisdiction, finding instead that the Court had specific jurisdiction over the parties by virtue of satisfying South Carolina's long arm statute and the requirements of due process. The facts here are substantially the same.

Also in *Williamson v. Pirates Cove Vapor Lounge, LLC, et al.*,[36] Judge Jefferson denied LG Chem's motion to dismiss finding LG Chem subject to the jurisdiction of the Ninth Judicial Circuit Court in Beaufort. In that case, plaintiff suffered severe burns when a lithium ion battery manufactured by LG Chem and purchased from Pirate's Cove Vapor Lounge, exploded in his pocket. The facts here are substantially the same.

In another substantially similar proceeding, *Holtzendorff v. Vapor Tek USA, LLC, et al.*,[37] plaintiff was severely burned when a lithium ion battery manufactured by LG Chem and purchased from Vapor Tek USA in Aiken exploded in his pocket. Judge Pope denied LG Chem's motion finding LG Chem subject to jurisdiction of the Second Judicial Circuit on the same evidence submitted in *Moore*. The facts here are substantially the same.

Again, in *Roberts v. The Planet Vape, LLC, et al.*,[38] Judge Price, sitting for the Ninth Judicial Circuit, denied LG Chem's Motion to Dismiss in a substantially similar matter finding that the court could exercise personal jurisdiction over LG Chem.

Plaintiff respectfully submits that the sound reasoning in all of the preceding cases applies with equal force in this matter due to the substantially similar – virtually identical – facts and circumstances. In each of those cases the plaintiff alleges an LG Chem lithium ion battery was purchased, exploded, and caused severe burn injuries in South Carolina. There is no distinction in the facts of Plaintiff's Fleming's case that would demand a different result. LG Chem is subject

[36] *See* Moore Aff. Ex. 7.
[37] *See* Moore Aff. Ex. 8.
[38] *See* Moore Aff. Ex. 9.

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to this Court's jurisdiction.

III. Plaintiff has stated a *prima facie* case of jurisdiction sufficient to satisfy the requirements of both the South Carolina Long Arm Statute, and the requirements of Due Process.

A. This Court has jurisdiction over LG Chem pursuant South Carolina's Long Arm Statute.

This Court has jurisdiction over LG Chem by virtue of its minimum contacts with South Carolina such that maintenance of this suit does not offend the traditional notions of fair play and substantial justice. *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 492, 611 S.E.2d 505, 509 (2005) (citing *Burger King Corp. v. Rudzewicz,* 471 U.S. 462, 105 S.Ct. 2174, 85 L.Ed.2d 528 (1985)). In South Carolina, the long arm statute is coextensive with the due process clause, meaning the only question necessary to consider here is whether the exercise of personal jurisdiction would violate due process. *See Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508. Still, plaintiff satisfies the requirements of the long arm statute.

LG Chem has directed its activities toward South Carolina by placing its battery products into the stream of commerce and targeting the state. Specific jurisdiction allows the court to exercise personal jurisdiction over a non-resident defendant when the cause of action arises specifically from the defendant's contacts with the forum. *Id*.

South Carolina's long arm statute provides in part:

> (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:
>
> (1) transacting any business in this 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;
>
> . . .

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> (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.

S.C. Code Ann. § 36-2-803.

Plaintiff has met his *prima facie* burden of showing that LG Chem's conduct comports with the long arm statute, specifically satisfying subsections (1), (4), and (8) of S.C. Code Ann. § 36-2-803. LG Chem caused tortious injury in this state, and produced, manufactured, and / or distributed its goods with the reasonable expectation that they would have been purchased and used in South Carolina. Here, plaintiff alleges the subject battery was purchased, used, and caused tortious injury and damage in South Carolina.[39]

B. LG Chem has sufficient minimum contacts with South Carolina.

Exercising personal jurisdiction over LG Chem satisfies due process because LG Chem has minimum contacts with South Carolina. First, "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." *Cockrell,* 363 S.C. at 492, 611 S.E.2d at 509 (2005) (citing *World–Wide Volkswagen Corp.,* 444 U.S. at 297, 100 S.Ct. 559).

The South Carolina Supreme Court has adopted Justice Brennan's stream of commerce theory to determine jurisdiction over a foreign defendant[40]:

> 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 . . . . Accordingly, most courts and commentators have found that jurisdiction premised on the placement of a product into the stream of commerce is consistent with the Due Process Clause, and have not required a showing of additional conduct.

Asahi, 480 U.S. at 117 (1987).

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[39] *See* Compl. ¶ 9(a)-(d).
[40] *See State v. NV Sumatra Tobacco Trading, Co. (NV Sumatra)*, 379 S.C. 81, 90, 666 S.E.2d 218, 223 (2008)

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In *NV Sumatra*, the South Carolina Supreme Court found that exercising personal jurisdiction over a foreign manufacturer of cigarettes, an Indonesian corporation, was proper despite extensive layers of importers and distributers between the manufacturer and the state of South Carolina. *See NV Sumatra*, 379 S.C. at 85-6. Specifically, the court found minimum contacts satisfied by the manufacturer admitting to manufacturing the cigarettes; finding that 6,868,000 cigarettes were sold in South Carolina; and because U.S.-required health warnings were on the packaging along with an "American Blend" label, and the Surgeon General's warning. *Id.* at 90. The court noted that the volume of cigarettes sold to the United States made it reasonable for the foreign defendant to be haled into the South Carolina courts.

Here, LG Chem knowingly placed its battery products into the stream of commerce with the expectation that they would be sold and used in South Carolina, and they were. Again, not only does LG Chem have a Certificate of Authority to do business in South Carolina through a registered agent, LGCAI since September of 2010,[41] but LG Chem has secured many shipments of its battery products through the Port of Charleston as discussed previously, with those products ending up in businesses operating in South Carolina. Like in *NV Sumatra*, given the sheer volume of lithium-ion batteries and battery products sold to and through South Carolina, it is reasonable for this court to exercise jurisdiction over LG Chem, and LG Chem can reasonably anticipate being haled into court in South Carolina as a result.

When a corporation purposefully directs its activities to the forum state, minimum contacts is satisfied. *See Burger King Corp*, 471 U.S. at 476. Here, LG Chem manufactured, distributed, and / or sold its battery products – including the subject battery – with the reasonable expectation that it would be purchased or used in the United States, including South Carolina, and it was.

C. Exercising personal jurisdiction over LG Chem is fair and reasonable.

[41] *See* Moore Aff. Ex. 5.

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Exercising jurisdiction over LG Chem is both fair and reasonable. The U.S. Supreme Court has previously stated that the exercise of jurisdiction is reasonable where it is based on the efforts of a company to serve, either directly or indirectly, the market for its product. *World-Wide Volkswagen*, 444 U.S. at 297-98. Further, the South Carolina Supreme Court considers the following to determine whether the fairness prong has been satisfied:

> (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.
>
> *NV Sumatra*, 379 S.C. at 91.

LG Chem has been authorized to do business, ***and has been doing business***, in South Carolina since its sales subsidiary initially received its Certificate of Authority on September 15, 2010. Certainly, after over a decade of business activity in this state, it is fair to require LG Chem to defend its product in a South Carolina court. *See Moosally v. W.W. Norton & Co.,* 358 S.C. 320, 336 (Ct. App. 2004) (finding the fairness prong satisfied when the defendant regularly directed its business to South Carolina). Next, the character and circumstances of LG Chem's acts and omissions resulted in various shipments of battery products to South Carolina through its Ports, targeting, marketing to, and distributing to South Carolina, all rendering it fair that this court exercise jurisdiction over LG Chem.

The third factor, inconvenience to the parties, places a minimal burden on both plaintiff and LG Chem. LG Chem's wholly owned subsidiary, LGCAI, is authorized to transact business in South Carolina. Specifically, when considering the other proceedings against LG Chem filed in South Carolina, requiring LG Chem to defend itself here places a minimal burden on the entity, and is overall fair to both parties. Even so, any inconvenience to LG Chem is outweighed by the

State's interest in seeking redress for its citizens. *See NV Sumatra, Co.,* 379 S.C. at 91 ("While it may be inconvenient [for a foreign corporation] to travel to the United States to defend the action against it, the State's interest in exercising jurisdiction outweighs any such inconvenience."). Moreover, LG Chem is already litigating half a dozen or more of these cases in South Carolina. And LG Chem's national litigation strategy for defending substantially similar cases nationwide is being handled by Nelson Mullins, a law firm headquartered in South Carolina. The only potential inconvenience here would be requiring Reid Fleming, a South Carolina resident, to bring these claims in South Korea.

Under the final factor set out in *NV Sumatra*, South Carolina has an interest in providing redress for its citizens. *Burger King Corp.,* 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."). Here, plaintiff was severely burned from a defective product manufactured by LG Chem, and LG Chem should be held to answer for such allegations. South Carolina's interest in exercising jurisdiction over LG Chem is fair to provide redress for plaintiff Reid Fleming. Overall, it is both fair and reasonable to subject LG Chem to the jurisdiction of the State of South Carolina, requiring it to defend itself in this suit and in this forum.

CONCLUSION

Plaintiff has exceeded its burden and established that this Court has specific personal jurisdiction over LG Chem, and plaintiff asks that this Court deny LG Chem's motion to dismiss for lack of specific personal jurisdiction. In the interest of justice, and consistent with the South Carolina long-arm statute and due process requirements, LG Chem must answer in South Carolina for the known defects in its products which have once again resulted in serious injury to another South Carolina resident.

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Plaintiff requests this court deny defendant LG Chem's motion to dismiss.

Respectfully,

RICHARDSON, THOMAS, HALTIWANGER MOORE & LEWIS, LLC

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January 7, 2022

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EXHIBIT
1

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LG Chem, Ltd. and Subsidiaries

Consolidated Interim Financial Statements
June 30, 2018 and 2017

LG Chem, Ltd. and Subsidiaries
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Report on Review of Interim Financial Statements

(English Translation of a Report Originally Issued in Korean)

To the Shareholders and Board of Directors of
LG Chem, Ltd.

Reviewed Financial Statements

We have reviewed the accompanying consolidated interim financial statements of LG Chem, Ltd. and its subsidiaries (collectively referred to as the "Group"). These financial statements consist of the consolidated interim statement of financial position of the Group as at June 30, 2018, and the related consolidated interim statements of profit or loss and comprehensive income for the three-month and six-month periods ended June 30, 2018 and 2017, and consolidated interim statements of changes in equity and cash flows for the six-month periods ended June 30, 2018 and 2017, and a summary of significant accounting policies and other explanatory notes, expressed in Korean won.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated interim financial statements in accordance with International Financial Reporting Standards as adopted by the Republic of Korea (Korean IFRS) 1034 *Interim Financial Reporting*, and for such internal control as management determines is necessary to enable the preparation of consolidated interim financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to issue a report on these consolidated interim financial statements based on our review.

We conducted our review in accordance with quarterly or semi-annual review standards established by the Securities and Futures Commission of the Republic of Korea. A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Korean Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe the accompanying consolidated interim financial statements are not presented fairly, in all material respects, in accordance with Korean IFRS 1034 *Interim Financial Reporting*.

Other Matters

We have audited the consolidated statement of financial position of the Group as at December 31, 2017, and the related consolidated statements of profit or loss, comprehensive income, changes in equity and cash flows for the year then ended, in accordance with Korean Standards on Auditing. We expressed an unqualified opinion on those financial statements, not presented herein, in our audit report dated March 6, 2018. The consolidated statement of financial position as at December 31, 2017, presented herein for comparative purposes, is consistent, in all material respects, with the above audited statement of financial position as at December 31, 2017.

Review standards and their application in practice vary among countries. The procedures and practices used in the Republic of Korea to review such financial statements may differ from those generally accepted and applied in other countries.

Samil PricewaterhouseCoopers

Seoul, Korea
August 14, 2018

This report is effective as of August 14, 2018, the review report date. Certain subsequent events or circumstances, which may occur between the review report date and the time of reading this report, could have a material impact on the accompanying consolidated interim financial statements and notes thereto. Accordingly, the readers of the review report should understand that there is a possibility that the above review report may have to be revised to reflect the impact of such subsequent events or circumstances, if any.

App.00200

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LG Chem, Ltd. and Subsidiaries
Consolidated Interim Statements of Financial Position
June 30, 2018 (Unaudited) and December 31, 2017

(in millions of Korean won)	Notes	June 30, 2018 (Unaudited)	December 31, 2017
Assets			
Current assets			
Cash and cash equivalents	3, 5, 6	2,351,721	2,249,341
Trade receivables	3, 5, 7, 31	5,145,795	4,448,669
Other receivables	3, 5, 7, 31	644,181	770,776
Prepaid income taxes		270	932
Financial assets	3, 5, 8	169	-
Other current assets	13	530,905	376,814
Inventories	9	3,949,709	3,352,454
Assets held for sale	35	4,268	6,595
Total current assets		12,627,018	11,205,581
Non-current assets			
Other receivables	3, 5, 7	121,179	126,429
Financial assets	3, 5, 8	35,131	23,782
Investments in associates and joint ventures	1, 10, 33	256,686	264,096
Deferred tax assets	28	318,883	281,506
Property, plant and equipment	11	12,077,767	11,211,482
Intangible assets	12	1,857,954	1,823,155
Investment properties		1,021	1,027
Other non-current assets	13	103,643	104,163
Total non-current assets		14,772,264	13,835,640
Total assets		27,399,282	25,041,221
Liabilities			
Current liabilities			
Trade payables	3, 5, 31	2,155,719	2,014,779
Other payables	3, 5, 31	1,448,444	1,847,222
Borrowings	3, 5, 14	1,903,102	1,451,324
Provisions	15	95,622	62,940
Income tax payables	28	248,458	414,110
Other current liabilities	17	770,768	854,283
Liabilities held for sale	35	30	31
Total current liabilities		6,622,143	6,644,689
Non-current liabilities			
Other payables	3, 5	10,265	8,646
Borrowings	3, 5, 14	3,210,899	1,593,625
Financial liabilities	3, 5, 8	534	-
Provisions	15	169,599	163,476
Net defined benefit liabilities	16	251,237	180,681
Deferred tax liabilities	28	39,485	42,627
Other non-current liabilities	17	86,446	68,900
Total non-current liabilities		3,768,465	2,057,955
Total liabilities		10,390,608	8,702,644

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LG Chem, Ltd. and Subsidiaries
Consolidated Interim Statements of Financial Position
June 30, 2018 (Unaudited) and December 31, 2017

(in millions of Korean won)	Notes	June 30, 2018 (Unaudited)	December 31, 2017
Equity			
Share capital	1, 19	391,406	391,406
Capital surplus		2,274,386	2,274,386
Other components of equity	21	(362,676)	(362,676)
Accumulated other comprehensive income		(93,912)	(173,839)
Retained earnings	20	14,584,854	14,039,250
Equity attributable to owners of the Parent Company		16,794,058	16,168,527
Non-controlling interest		214,616	170,050
Total equity		17,008,674	16,338,577
Total liabilities and equity		27,399,282	25,041,221

The above consolidated interim statements of financial position should be read in conjunction with the accompanying notes.

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LG Chem, Ltd. and Subsidiaries
Consolidated Interim Statements of Profit or Loss
Three-Month and Six-Month Periods Ended June 30, 2018 and 2017 (Unaudited)

(in millions of Korean won, except per share amounts)	Notes	Period Ended June 30			
		2018 (Unaudited)		2017 (Unaudited)	
		Three months	Six months	Three months	Six months
Revenue	31, 33	7,051,853	13,605,443	6,382,062	12,868,730
Cost of sales	23, 31	(5,580,273)	(10,792,302)	(5,011,211)	(10,084,263)
Gross profit		1,471,580	2,813,141	1,370,851	2,784,467
Selling and administrative expenses	22, 23, 31	(768,289)	(1,459,009)	(643,981)	(1,260,689)
Operating profit	33	703,291	1,354,132	726,870	1,523,778
Finance income	5, 25	70,032	117,859	63,614	120,557
Finance costs	5, 25	(146,313)	(180,223)	(56,632)	(157,819)
Share of net profit of associates and joint ventures accounted for using the equity method	10	(1,200)	(457)	426	3,657
Other non-operating income	5, 26	179,852	243,804	177,983	271,059
Other non-operating expenses	5, 27	(161,410)	(237,667)	(182,667)	(333,337)
Profit before income tax	32	644,252	1,297,448	729,594	1,427,895
Income tax expense	28	(150,857)	(251,309)	(139,272)	(289,476)
Profit for the period		493,395	1,046,139	590,322	1,138,419
Profit is attributable to:					
Owners of the Parent Company		477,724	1,009,073	577,077	1,108,567
Non-controlling interests		15,671	37,066	13,245	29,852
Earnings per share attributable to the equity holders of the Parent Company (in won)	29				
Basic earnings per ordinary share		6,234	13,169	7,531	14,467
Basic earnings per preferred share		6,247	13,194	7,544	14,492
Diluted earnings per ordinary share		6,177	13,063	7,531	14,467
Diluted earnings per preferred share		6,190	13,088	7,544	14,492

The above consolidated interim statements of profit or loss should be read in conjunction with the accompanying notes.

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LG Chem, Ltd. and Subsidiaries
Consolidated Interim Statements of Comprehensive Income
Three-Month and Six-Month Periods Ended June 30, 2018 and 2017 (Unaudited)

(in millions of Korean won)	Notes	Period Ended June 30			
		2018 (Unaudited)		2017 (Unaudited)	
		Three months	Six months	Three months	Six months
Profit for the period		493,395	1,046,139	590,322	1,138,419
Other comprehensive income					
Items that will not be reclassified to profit or loss					
Remeasurements of net defined benefit liability	16	(2,010)	(4,673)	(2,897)	(10,218)
Gain on valuation of financial assets at fair value through other comprehensive income		1,247	3,568	-	-
Shares of remeasurements of net defined benefit liabilities of associates		(210)	(60)	2	62
Income tax relating to these items		178	2	700	2,472
Items that may be subsequently reclassified to profit or loss					
Exchange differences on translation of foreign operations		5,824	86,920	59,505	(52,792)
Cash flow hedge		233	233	-	-
Shares of other comprehensive income of joint ventures and associates		135	1,836	(362)	(3,521)
Changes in valuation of available-for-sale financial instruments		-	-	(1,411)	(1,329)
Income tax relating to these items		(358)	(3,689)	1,527	(1,830)
Other comprehensive income for the period, net of tax		5,039	84,137	57,064	(67,156)
Total comprehensive income for the period		498,434	1,130,276	647,386	1,071,263
Total comprehensive income for the period is attributable to:					
Owners of the Parent Company		483,143	1,085,710	629,755	1,045,463
Non-controlling interest		15,291	44,566	17,631	25,800

The above consolidated interim statements of comprehensive income should be read in conjunction with the accompanying notes.

ELECTRONICALLY FILED - 2022 Jan 10 3:51 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

LG Chem, Ltd. and Subsidiaries
Consolidated Interim Statements of Changes in Equity
Six-Month Periods Ended June 30, 2018 and 2017 (Unaudited)

(in millions of Korean won)

	Notes	Attributable to owners of the Parent Company						Non-controlling interests	Total equity
		Share capital	Capital surplus	Other components of equity	Accumulated other comprehensive income	Retained earnings	Total		
Balance at January 1, 2017		369,500	1,157,772	(15,699)	(36,993)	12,462,772	13,937,352	113,615	14,050,967
Comprehensive income									
Profit for the period		-	-	-	-	1,108,567	1,108,567	29,852	1,138,419
Remeasurements of net defined benefit liability	16	-	-	-	-	(7,749)	(7,749)	3	(7,746)
Exchange differences on translation of foreign operations		-	-	-	(50,888)	-	(50,888)	(4,055)	(54,943)
Change in the fair value of available-for-sale financial instruments		-	-	-	(1,008)	-	(1,008)	-	(1,008)
Others		-	-	-	(3,521)	62	(3,459)	-	(3,459)
Total comprehensive income for the period		-	-	-	(55,417)	1,100,880	1,045,463	25,800	1,071,263
Transactions with owners:									
Business combination	34	21,906	1,116,614	(337,211)	-	-	801,309	-	801,309
Purchase of treasury shares	34	-	-	(2,250)	-	-	(2,250)	-	(2,250)
Dividends	30	-	-	-	-	(368,055)	(368,055)	(17,627)	(385,682)
Others		-	-	-	-	(726)	(726)	(245)	(971)
Total transactions with owners		21,906	1,116,614	(339,461)	-	(368,781)	430,278	(17,872)	412,406
Balance at June 30, 2017 (Unaudited)		391,406	2,274,386	(355,160)	(92,410)	13,194,871	15,413,093	121,543	15,534,636
Balance at January 1, 2018		391,406	2,274,386	(362,676)	(173,839)	14,039,250	16,168,527	170,050	16,338,577
Comprehensive income									
Profit for the period		-	-	-	-	1,009,073	1,009,073	37,066	1,046,139
Remeasurements of net defined benefit liability	16	-	-	-	-	(3,394)	(3,394)	-	(3,394)
Exchange differences on translation of foreign operations		-	-	-	75,795	-	75,795	7,500	83,295
Gain on valuation of financial assets at fair value through other comprehensive income		-	-	-	2,291	-	2,291	-	2,291
Others		-	-	-	2,005	(60)	1,945	-	1,945
Total comprehensive income for the period		-	-	-	80,091	1,005,619	1,085,710	44,566	1,130,276
Transactions with owners:									
Dividends	30	-	-	-	-	(460,058)	(460,058)	-	(460,058)
Others		-	-	-	(164)	43	(121)	-	(121)
Total transactions with owners		-	-	-	(164)	(460,015)	(460,179)	-	(460,179)
Balance at June 30, 2018 (Unaudited)		391,406	2,274,386	(362,676)	(93,912)	14,584,854	16,794,058	214,616	17,008,674

The above consolidated interim statements of changes in equity should be read in conjunction with the accompanying notes.

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LG Chem, Ltd. and Subsidiaries
Consolidated Interim Statements of Cash Flows
Six-Month Periods Ended June 30, 2018 and 2017 (Unaudited)

(in millions of Korean won)	Notes	Period Ended June 30 2018 (Unaudited)	2017 (Unaudited)
Cash flows from operating activities			
Cash generated from operations	32	592,066	1,442,876
Interest received		21,314	13,625
Interest paid		(53,154)	(51,353)
Dividends received		9,992	10,204
Income taxes paid		(451,897)	(236,456)
Net cash inflow from operating activities		118,321	1,178,896
Cash flows from investing activities			
Decrease in other receivables		514,754	622,072
Decrease in other non-current receivables		33,950	40,300
Decrease in other current financial assets		359	-
Proceeds from disposal of investments in subsidiaries		-	343
Proceeds from disposal of investments in associates		19,499	-
Proceeds from disposal of financial assets		8,465	-
Proceeds from disposal of property, plant and equipment		217,071	8,930
Proceeds from disposal of intangible assets		1,137	7,569
Government grants received		-	29,628
Business combination, net of cash acquired		-	43,759
Proceeds from disposalof business		-	2,022
Increase in other receivables		(465,157)	(261,100)
Increase in other non-current receivables		(16,537)	(47,219)
Acquisition of investments in associates and joint ventures		(2,061)	(28,720)
Acquisition of financial assets		(15,187)	(1,709)
Acquisition of property, plant and equipment		(1,804,602)	(762,869)
Acquisition of intangible assets		(49,688)	(34,109)
Net cash inflow (outflow) from investing activities		(1,557,997)	(381,103)
Cash flows from financing activities			
Proceeds from borrowings		2,206,602	1,144,734
Repayments of borrowings		(207,199)	(1,289,363)
Dividends paid		(460,058)	(385,682)
Purchase of treasury shares		-	(2,250)
Net cash outflow from financing activities		1,539,345	(532,561)
Net increase in cash and cash equivalents		99,669	265,232
Cash and cash equivalents at the beginning of the period		2,249,341	1,474,367
Effects of exchange rate changes on cash and cash equivalents		2,711	(9,661)
Cash and cash equivalents at the end of the period		2,351,721	1,729,938

The above consolidated interim statements of cash flows should be read in conjunction with the accompanying notes.

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1. General Information

General information about LG Chem, Ltd. (the Parent Company), the controlling company in accordance with Korean IFRS 1110 *Consolidated Financial Statements*, and its subsidiaries (collectively referred to as "the Group") is as follows:

1.1 The Parent Company

The Parent Company was spun off on April 1, 2001, from LG Chem Investment Ltd. (now LG Corp., formerly LG Chemical Ltd.).

As at June 30, 2018, the Parent Company has its manufacturing facilities in Yeosu, Daesan, Ochang, Cheongju, Ulsan, Naju, Iksan, Paju, Osong, Onsan and Gimcheon.

The Parent Company is authorized to issue 292 million shares of ordinary shares with par value of ₩5,000 per share. As at June 30, 2018, the Parent Company has issued 70,592,343 ordinary shares (₩352,962 million) and 7,688,800 preferred shares (₩38,444 million). The largest shareholder of the Parent Company is LG Corp., which owns 33.34% of the Parent Company's ordinary shares. Preferred shareholders have no voting rights but are entitled to receive dividends at a rate 1% more than those paid to ordinary shareholders.

1.2 Business Overview

The Group is engaged in Basic materials & Chemicals business, Energy solutions, IT & Electronics materials and Advanced materials business, and also engaged in Life Sciences business acquired through a merger with LG Life Sciences, Ltd. in January 2017. In addition, the Parent Company acquired 100% shares of FarmHannong Co., Ltd., in April 2016, which is engaged to manufacture crop protection products, seeds, fertilizers and others.

The Basic materials & Chemicals business includes production of olefin petrochemicals, such as ethylene, propylene, butadiene from Naphtha, and aromatic petrochemicals such as benzene. It also includes production of synthetic resin and synthetic components from olefin, and aromatic petrochemicals. This business bears characteristics of a large-volume process industry. The Group's major products are PE, PP, BPA, ABS, EP, PVC, plasticizers, acrylic, SAP, synthetic rubber, a special resin, and others.

The Energy solutions business manufactures and supplies batteries ranging from IT & New application batteries for mobile phones and laptop computers, to automotive batteries for electric vehicles and ESS batteries. Demand of small sized batteries for new applications such as electric tools and electric driving devices as well as traditional IT devices is increasing recently and the automotive battery business is also expected to expand rapidly due to an increasing demand of the batteries in associated with enhanced environment regulation in developed countries. Demand for ESS is expanding with an increasing importance of efficient usage of electricity and generation of renewable energy.

The IT & Electronics material business manufactures and supplies various kinds of IT materials such as polarizer, glass substrate, OLED film, semiconductor materials and RO membranes, which will be the next growth engine for future. Advanced materials business manufactures and supplies display and battery materials for LCD Photoresist, OLED materials, battery materials and others.

The Life Sciences business manufactures and supplies pharmaceutical products, such as quinolone antibiotics 'Factive', human growth hormone 'Eutropin', diabetes drug 'Zemiglo', bovine somatotropin 'Boostin', hyaluronic acid filler 'YVOIRE' and others, as well as fine chemical products, such as herbicide 'PYANCHOR' for rice farming and others.

FarmHannong Co., Ltd., subsidiary of the Parent Company, manufactures and sells crop protection products, seeds, fertilizers and others. The crop protection business provides high value products such as environmentally-friendly pesticide. The fertilizer business leads developing a next generation fertilizers such as eco-friendly organic and functional fertilizers, and potting soil. The seed business puts priority on retaining various genetic resources and developing rare breeds with high profit in order to remain competitive in a future food industry.

1.3 Consolidated Subsidiaries, Associates and Joint Ventures

	June 30, 2018			
	Percentage of ownership (%)	Business location	Closing month	Business activities
Consolidated subsidiaries				
Ningbo LG Yongxing Chemical Co., Ltd.[1]	75	China	December	ABS/SBL manufacturing and sales
Ningbo Zhenhai LG Yongxing Trade Co., Ltd.[1]	75	China	December	ABS sales
LG Chem HK Ltd.	100	Hong Kong	December	Sales and trading
LG Chem America, Inc.[2]	100	USA	December	Sales and trading
LG Chemical India Pvt. Ltd.[3]	100	India	December	Synthetic resin manufacturing and sales
LG Polymers India Pvt. Ltd.[3]	100	India	December	PS manufacturing
LG Chemical (Guangzhou) Engineering Plastics Co., Ltd.	100	China	December	EP manufacturing and sales
LG Chem (Nanjing) Information & Electronics Materials Co., Ltd.[4]	100	China	December	Battery/ Polarizer Manufacturing and sales
LG Chem (Taiwan), Ltd.	100	Taiwan	December	Polarizer manufacturing and sales
LG Chem Display Materials (Beijing) Co., Ltd.	100	China	December	Polarizer manufacturing
Tianjin LG Bohai Chemical Co., Ltd.[5]	75	China	December	PVC, VCM, EDC manufacturing and sales
Tianjin LG BOTIAN Chemical Co., Ltd.[5]	56	China	December	SBS manufacturing and sales
LG Chem (China) Investment Co., Ltd.[6]	100	China	December	China holding company
LG Chem (Tianjin) Engineering Plastics Co., Ltd.	100	China	December	ABS/EP manufacturing and sales
LG Chem Europe GmbH	100	Germany	December	Sales and trading
LG Chem Poland Sp. z o.o.	100	Poland	December	Polarizer manufacturing
LG Chem Michigan Inc.[2]	100	USA	December	Automotive battery research and manufacturing
LGC Petrochemical India Private Ltd.	100	India	December	Synthetic resin manufacturing and sales
HAENGBOKNURI CO., LTD.	100	Korea	December	Facility management and general cleaning
LG CHEM TK Kimya SANAYI VE TIC. Ltd. STI.	100	Turkey	December	Sales and trading
LG Chem Japan Co., Ltd.	100	Japan	December	Sales and trading
LG NanoH2O, Inc.[2]	100	USA	December	Water processing membrane research and manufacturing
NanoH2O (Jiangsu) Water Processing Technology Co. Ltd.	100	China	December	Water processing membrane research and manufacturing
Nanjing LG Chem New Energy Battery Co., Ltd.[7]	50	China	December	Automotive battery manufacturing and sales
LG Chem (Chongqing) Engineering Plastics Co., Ltd.	100	China	December	EP manufacturing and sales
LG Chem Wroclaw Energy sp. z o.o.[8]	100	Poland	December	Automotive battery research and manufacturing
LG Chem(HUIZHOU) Petrochemical Co., Ltd.	70	China	December	ABS manufacturing and sales
FarmHannong Co., Ltd.[9]	100	Korea	December	Agricultural pesticide manufacturing
FarmHwaong Co., Ltd.[9,10]	68	Korea	December	Vegetables and fruit farming
Farm Hannong (Heilongjiang) Chemical Co., Ltd.[9]	100	China	December	Agricultural pesticide manufacturing
LG Life Sciences India Pvt. Ltd.	100	India	December	Pharmaceutical products sales

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LG Life Sciences (Beijing) Co., Ltd.	100	China	December	Pharmaceutical products sales
LG Life Sciences (Thailand) Ltd.	100	Thailand	December	Pharmaceutical products sales
LG Life Sciences America Inc.[6]	100	USA	December	Agricultural pesticide sales
Sarangnuri Ltd.	100	Korea	December	Pharmaceutical products packaging
LG Chem Hai Phong Vietnam Co., Ltd.	100	Vietnam	December	Polarizer manufacturing and sales
LG Chem Australia Pty Ltd.	100	Australia	December	ESS sales
LG Chem Mexico S.A. de C.V.[11]	100	Mexico	December	Sales and trading
FarmHannong(Thailand) Ltd.[9,12]	100	Thailand	December	Research and development on seeds
LG Chem Hai Phong engineering Plastics Ltd.[13]	100	Vietnam	December	EP manufacturing and sales
LG Chem (Guangzhou) Information & Electronics Materials Co.,Ltd.[14]	100	China	December	Polarizer manufacturing
Associates				
LG Holdings (HK) Ltd.	26	Hong Kong	December	Sales and trading
TECWIN Co., Ltd.	21	Korea	December	Environment solution and Construction of chemical plant
LG Chem BRASIL INTERMEDIACAO DE NEGOCIOS DO SETOR QUIMICO LTDA.[15]	100	Brazil	December	Sales and trading
LG Chem Malaysia SDN.BHD.[15]	100	Malaysia	December	Sales and trading
LG Fuel Cell Systems Inc.	23	USA	December	Power fuel cell research
FJ Composite Material Co., Ltd.	33	Japan	May	Heat diffuser research and manufacturing
WUXI CL New Energy Technology Ltd.[16]	30	China	December	ESS manufacturing and sales
LG Life Sciences Poland Ltd.[15]	100	Poland	December	Pharmaceutical products sales
Combustion Synthesis Co., Ltd.[17]	30	Japan	March	Nitride-based ceramic powder production
Joint ventures				
LG VINA Chemical Co., Ltd.	40	Vietnam	December	DOP production and sales
HL Greenpower Co., Ltd.	49	Korea	December	Automotive battery manufacturing and sales
SEETEC Co., Ltd.	50	Korea	December	Plant utility and distribution, research assistance service

[1] As at June 30, 2018, Ningbo LG Yongxing Chemical Co., Ltd. owns 100% of Ningbo Zhenhai LG Yongxing Trading Co., Ltd.'s shares.
[2] During the period ended June 30, 2018, LG Chem Power Inc. was merged into LG Chem Michigan Inc. In addition, LG Chem Michigan Inc. owns 100% of LG Chem America, Inc. and LG NanoH20, Inc.'s shares.
[3] As at June 30, 2018, LG Chemical India Pvt. Ltd. owns 100% of LG Polymers India Pvt. Ltd.'s shares.
[4] During the period ended June 30, 2018, the Group acquired additional shares of LG Chem (Nanjing) Information & Electronics Materials Co.,Ltd. for ₩ 139,762 million.
[5] As at June 30, 2018, Tianjin LG Bohai Chemical Co.,Ltd. owns 20.30% shares of Tianjin LG Botian Chemical Co.,Ltd.
[6] During the period ended June 30, 2018, the Group acquired additional shares of LG Chem (China) Investment Co.,Ltd. for ₩ 29,228 million.
[7] Although the Group owns less than 50% of the voting rights of Nanjing LG Chem New Energy Battery Co., Ltd., the Group is considered to have control over the investee as the Group can exercise the majority voting rights in its decision-making process in accordance with the shareholders' agreement.
[8] During the period ended June 30, 2018, the Group acquired additional shares of LG Chem Wroclaw Energy sp. Z o.o. for ₩ 152,506 million.
[9] As at June 30, 2018, FarmHannong Co., Ltd. owns 100% of Farm Hannong (Heilongjiang) Chemical Co., Ltd., LG Life Sciences America Inc. and FarmHannong(Thailand) Ltd., and also holds 68.36% of FarmHwaong Co., Ltd.

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[10] As at June 30, 2018, FarmHwaong Co., Ltd.'s assets and liabilities are classified as assets and liabilities held for sale (Note 35).
[11] During the period ended June 30, 2018, the Group newly acquired 100% shares of LG Chem Mexico S.A. de C.V. for ₩ 394 million.
[12] During the period ended June 30, 2018, the Group newly acquired 100% shares of FarmHannong(Thailand) Ltd. for ₩ 2,586 million.
[13] During the period ended June 30, 2018, the Group newly acquired 100% shares of LG Chem Hai Phong Engineering Plastics Ltd. for ₩ 15,344 million.
[14] During the period ended June 30, 2018, the Group newly acquired 100% shares of LG Chem (Guangzhou) Information & electronics Materials Co.,Ltd. for ₩ 54,109 million.
[15] Classified as an investment in associate due to its small size.
[16] During the period ended June 30, 2018, the Group acquired additional shares of WUXI CL New Energy Technology Ltd. for ₩ 558 million.
[17] During the period ended June 30, 2018, the Group newly acquired shares of Combustion Synthesis Co., Ltd. for ₩ 1,503 million.

1.4 Summarized Financial Information of Subsidiaries, Associates and Joint Ventures

Summarized financial information (before elimination of intercompany transactions and adjustments for differences in accounting policies) of subsidiaries, associates and joint ventures is as follows:

(in millions of Korean won)

	June 30, 2018				
	Assets	Liabilities	Equity	Revenue	Profit (loss) for the period
Subsidiaries					
Ningbo LG Yongxing Chemical Co., Ltd.	1,111,347	417,644	693,703	1,100,282	114,922
Ningbo Zhenhai LG Yongxing Trade Co., Ltd.	5,547	1,629	3,918	14,036	301
LG Chem HK Ltd.	88,514	70,431	18,083	238,173	214
LG Chem America, Inc.	234,513	212,573	21,940	380,099	1,517
LG Chemical India Pvt. Ltd.	32,718	26	32,692	-	12
LG Polymers India Pvt. Ltd.	141,505	58,949	82,556	126,527	5,328
LG Chemical (Guangzhou) Engineering Plastics Co., Ltd.	113,460	52,291	61,169	110,085	(6,222)
LG Chem (Nanjing) Information & Electronics Materials Co., Ltd.	2,975,407	1,687,375	1,288,032	1,538,925	(313)
LG Chem (Taiwan), Ltd.	116,780	56,492	60,288	82,043	(267)
LG Chem Display Materials (Beijing) Co., Ltd.	42,588	14,775	27,813	42,659	939
Tianjin LG Bohai Chemical Co., Ltd.	320,752	215,936	104,816	268,828	7,309
Tianjin LG BOTIAN Chemical Co., Ltd.	45,980	40,248	5,732	77,958	3,401
LG Chem (China) Investment Co., Ltd.	391,892	187,900	203,992	28,057	2,251
LG Chem (Tianjin) Engineering Plastics Co., Ltd.	68,231	24,022	44,209	44,224	(3,055)
LG Chem Europe GmbH	282,234	249,000	33,234	338,485	3,639
LG Chem Poland Sp. z o.o.	66,477	32,158	34,319	64,011	1,390
LG Chem Michigan Inc.	414,629	264,763	149,866	156,450	7,829
LGC Petrochemical India Private Ltd.	2,786	503	2,283	2,203	225
HAENGBOKNURI CO., LTD.	2,699	1,147	1,552	4,089	198
LG CHEM TK Kimya SANAYI VE TIC. Ltd. STI.	9,737	8,074	1,663	15,713	370
LG Chem Japan Co., Ltd.	4,062	564	3,498	2,957	293
LG NanoH2O, Inc.[1]	13,727	2,438	11,289	9,366	1,488
NanoH2O (Jiangsu) Water Processing Technology Co. Ltd.	4,233	1,215	3,018	-	(12)
Nanjing LG Chem New Energy Battery Co., Ltd.	591,938	480,654	111,284	262,793	5,188
LG Chem (Chongqing) Engineering Plastics Co., Ltd.	37,495	9,136	28,359	17,545	(2,150)

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LG Chem Wroclaw Energy sp. z o.o.	515,581	274,204	241,377	49,875	(37,019)
LG Chem(HUIZHOU) Petrochemical Co., Ltd.	302,079	210,269	91,810	200,618	6,199
FarmHannong Co., Ltd.[1]	1,263,393	696,185	567,208	424,502	36,364
LG Life Sciences India Pvt. Ltd.	6,180	4,173	2,007	5,565	(162)
LG Life Sciences (Beijing) Co., Ltd.	1,144	43	1,101	502	(111)
LG Life Sciences (Thailand) Ltd.	12,375	6,527	5,848	13,426	2,329
Sarangnuri Ltd.	265	52	213	157	46
LG Chem Hai Phong Vietnam Company Ltd.	13,131	6,808	6,323	10,159	2,898
LG Chem Austrailia Pty Ltd.	726	91	635	812	98
LG Chem Mexico S.A. de C.V.	503	47	456	301	45
LG Chem Hai Phong engineering Plastics Ltd.	15,849	36	15,813	-	(50)
LG Chem (Guangzhou) Information & electronics Materials Co.,Ltd.	54,353	28	54,325	-	4
Associates					
LG Holdings (HK) Ltd.	249,538	43,027	206,511	25,129	10,503
TECWIN Co., Ltd.	79,106	32,206	46,900	-	-
LG Chem BRASIL INTERMEDIACAO DE NEGOCIOS DO SETOR QUIMICO LTDA.	186	131	55	833	20
LG Chem Malaysia SDN.BHD.	281	22	259	308	8
LG Fuel Cell Systems Inc.	24,605	6,772	17,833	3,030	(25,398)
FJ Composite Material Co., Ltd.	7,197	2,899	4,298	763	(179)
WUXI CL New Energy Technology Ltd.	10,647	5,641	5,006	-	(237)
LG Life Sciences Poland Ltd.	128	92	36	86	(23)
Combustion Synthesis Co., Ltd.	1,277	28	1,249	93	(235)
Joint ventures					
LG VINA Chemical Co., Ltd.	20,105	13,168	6,937	28,545	407
HL Greenpower Co., Ltd.	196,244	158,188	38,056	114,126	181
SEETEC Co., Ltd.	333,485	45,866	287,619	245,892	7,184

[1] Included its subsidiaries' financial information from an intermediate parent perspective and not applied adjustments of a fair value evaluation due to the business combination in the consolidated financial statements.

(in millions of Korean won)	December 31, 2017			2017	
	Assets	Liabilities	Equity	Revenue	Profit (loss) for the period
Subsidiaries					
Ningbo LG Yongxing Chemical Co., Ltd.	1,007,732	449,049	558,683	1,032,967	91,198
Ningbo Zhenhai LG Yongxing Trade Co., Ltd.	10,420	6,927	3,493	21,684	454
LG Chem HK Ltd.	96,752	79,690	17,062	256,931	342
LG Chem America, Inc.	191,011	171,566	19,445	389,815	3,688
LG Chemical India Pvt. Ltd.	32,716	5	32,711	-	19
LG Polymers India Pvt. Ltd.	93,999	15,651	78,348	123,943	7,514
LG Chemical (Guangzhou) Engineering Plastics Co., Ltd.	109,443	44,342	65,101	93,409	1,918
LG Chem (Nanjing) Information & Electronics Materials Co., Ltd.	2,410,548	1,301,136	1,109,412	1,344,654	56,278
LG Chem (Taiwan), Ltd.	122,310	60,462	61,848	93,998	4,278
LG Chem Display Materials (Beijing) Co., Ltd.	40,158	14,196	25,962	33,293	1,681
Tianjin LG Bohai Chemical Co., Ltd.	349,416	255,165	94,251	261,005	13,465
Tianjin LG BOTIAN Chemical Co., Ltd.	48,438	46,298	2,140	82,102	(6,725)
LG Chem (China) Investment Co., Ltd.	324,605	153,146	171,459	29,968	3,046
LG Chem (Tianjin) Engineering Plastics Co., Ltd.	64,708	19,057	45,651	43,117	(166)

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LG Chem Europe GmbH	231,237	202,012	29,225	254,604	8,810
LG Chem Poland Sp. z o.o.	64,841	30,877	33,964	44,812	1,527
LG Chem Michigan Inc.	232,301	138,085	94,216	105,505	11,426
LG Chem Power Inc.	18,640	6,013	12,627	21,952	1,985
LGC Petrochemical India Private Ltd.	2,502	390	2,112	2,149	187
HAENGBOKNURI CO., LTD.	2,292	939	1,353	3,354	3
LG CHEM TK Kimya SANAYI VE TIC. Ltd. STI.	6,618	5,113	1,505	11,463	207
LG Chem Japan Co., Ltd.	3,462	470	2,992	3,070	334
LG NanoH2O, Inc.[1]	10,269	971	9,298	8,366	1,428
NanoH2O (Jiangsu) Water Processing Technology Co. Ltd.	4,103	1,173	2,930	-	(1,831)
Nanjing LG Chem New Energy Battery Co., Ltd.	478,421	375,998	102,423	87,623	8,335
LG Chem (Chongqing) Engineering Plastics Co., Ltd.	35,028	5,559	29,469	8,974	(2,219)
LG Chem Wroclaw Energy sp. z o.o.	330,033	202,131	127,902	10,256	1,879
LG Chem(HUIZHOU) Petrochemical Co., Ltd.	290,840	208,170	82,670	170,803	1,500
FarmHannong Co., Ltd.[1]	1,152,122	621,754	530,368	439,625	35,072
LG Life Sciences India Pvt. Ltd.	7,143	4,923	2,220	4,851	(910)
LG Life Sciences (Beijing) Co., Ltd.	1,191	20	1,171	399	(7)
LG Life Sciences (Thailand) Ltd.	10,008	6,595	3,413	10,305	1,321
Sarangnuri Ltd.	227	60	167	137	35
LG Chem Hai Phong Vietnam Company Ltd.	4,480	1,266	3,214	-	-
LG Chem Austrailia Pty Ltd.	559	12	547	-	-
Associates					
LG Holdings (HK) Ltd.	249,896	60,681	189,215	23,624	7,150
TECWIN Co., Ltd.	79,106	32,206	46,900	-	-
LG Chem BRASIL INTERMEDIACAO DE NEGOCIOS DO SETOR QUIMICO LTDA.	164	123	41	997	(29)
LG Chem Malaysia SDN.BHD.	252	19	233	288	10
LG Fuel Cell Systems Inc.	48,444	4,701	43,743	987	(20,422)
FJ Composite Material Co., Ltd.	7,052	2,858	4,194	378	(255)
WUXI CL New Energy Technology Ltd.	4,521	1,180	3,341	-	-
LG Life Sciences Poland Ltd.	124	72	52	-	-
Joint ventures					
LG VINA Chemical Co., Ltd.	17,539	9,242	8,297	24,429	1,012
HL Greenpower Co., Ltd.	190,881	151,728	39,153	200,452	2,403
SEETEC Co., Ltd.	344,189	43,751	300,438	242,790	9,349

[1] Included its subsidiaries' financial information from an intermediate parent perspective and not applied adjustments of a fair value evaluation due to the business combination in the consolidated financial statements.

1.5 Changes in Scope for Consolidation

Subsidiaries newly included in the consolidation for the six-month period ended June 30, 2018, are as follows:

Subsidiary	Reason
LG Chem Mexico S.A. de C.V.	Newly established
FarmHannong(Thailand) Ltd.	Newly established
LG Chem Hai Phong Engineering Plastics Ltd.	Newly established
LG Chem (Guangzhou) Information & Electronics Materials Co., Ltd.	Newly established

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Subsidiaries excluded from the consolidation for the six-month period ended June 30, 2018, are as follows:

Subsidiary	Reason
LG Chem Power Inc.	Merged into LG Chem Michigan Inc.

2. Summary of Significant Accounting Policies

The principal accounting policies applied in the preparation of these consolidated financial statements are set out below. These policies have been consistently applied to all the periods presented, unless otherwise stated.

2.1 Basis of Preparation

The Group maintains its accounting records in Korean won and prepares statutory financial statements in the Korean language (Hangul) in accordance with International Financial Reporting Standards as adopted by the Republic of Korea (Korean IFRS). The accompanying consolidated interim financial statements have been condensed, restructured and translated into English from the Korean language financial statements.

The Group's condensed consolidated interim financial statements for the six-month period ended June 30, 2018, have been prepared in accordance with Korean IFRS 1034 Interim Financial Reporting. The condensed consolidated interim financial statements have been prepared in accordance with Korean IFRS which is effective or early adopted as at June 30, 2018.

(a) New and amended standards adopted by the Group

The Group has applied the following standards and amendments for the first time for their annual reporting period commencing January 1, 2018.

- Korean IFRS 1109 *Financial Instruments*

The Group has applied Korean IFRS 1109 *Financial Instruments* on January 1, 2018, the date of initial application. In accordance with the transitional provisions in Korean IFRS 1109, comparative figures have not been restated, and the impact of the change in accounting policy following the adoption of IFRS 9 are recognized in the opening balance sheet on January 1, 2018. The application of the standard has following impacts on the financial statements.

On the date of initial application, January 1, 2018, the financial instruments of the Group with any reclassifications noted, were as follows:

(in millions of Korean won)	Measurement category		Carrying amount		
	Korean IFRS 1039	Korean IFRS 1109	Korean IFRS 1039	Korean IFRS 1109	Difference
Current financial assets					
		Amortized costs	4,448,669	4,218,196	(230,473)
Trade receivables	Amortized costs	Fair value through other comprehensive income	-	230,473	230,473
Cash and cash equivalents	Amortized costs	Amortized costs	2,249,341	2,249,341	-

Other receivables	Amortized costs	Amortized costs	770,776	770,776	-
Non-current financial assets					
Equity instruments	Available-for-sale financial assets	Fair value through other comprehensive income	23,782	16,982	(6,800)
Debt instruments	Available-for-sale financial assets	Fair value through profit or loss	-	6,800	6,800
Other receivables	Amortized costs	Amortized costs	126,429	126,429	-

(i) Financial assets at amortized cost classified as fair value through other comprehensive income

Certain trade receivables were reclassified from financial assets at amortized cost to fair value through other comprehensive income, as the Group's business model is achieved both by collecting contractual cash flows and selling of these assets. The contractual cash flows of these investments are solely principal and interest. As a result, debt instruments with a fair value of ₩ 230,473 million were reclassified from financial assets at amortized cost to financial assets at fair value through other comprehensive income on January 1, 2018.

(ii) Reclassification of equity investments from available-for-sale to fair value through other comprehensive income

The Group elected to present changes in the fair value of all its equity investments previously classified as available-for-sale, because these investments are not held for trading, in other comprehensive income. As a result, assets with a fair value of ₩16,982 million were reclassified from available-for-sale financial assets to financial assets at fair value through other comprehensive income. As at January 1, 2018, as related accumulated other comprehensive income of ₩ 418 million were not reclassified to profit or loss even though these assets are disposed of.

(iii) Reclassification of equity investments from available-for-sale to fair value through profit or loss

As at January 1, 2018, the Group classified equity investments, amounted of ₩6,800 million from available-for-sale to fair value through profit or loss, and did not classified to amortized costs as their cash flows are not solely payment of principal.

(iv) Other financial assets

Equity securities held for trading and contingent consideration are all required to be held as fair value through profit or loss under Korean IFRS 1109. There was no impact on the amounts recognized in relation to these assets from the adoption of Korean IFRS 1109.

- Korean IFRS 1115 *Revenue from Contracts with Customers*

The Group has elected to apply Korean IFRS 1115 *Revenue from Contracts with Customers*. In accordance with the transition provisions in Korean IFRS 1115, comparative figures have not been restated. The Group does not expect the amendment to have a significant impact on the financial statements.

- Amendments to Korean IFRS 1028 *Investments in Associates and Joint Ventures*
- Amendments to Korean IFRS 1102 *Share-based Payment*
- Enactment of Interpretation 2122 *Foreign Currency Transaction and Advance Consideration*
- Amendments to Korean IFRS 1040 *Investment Property*

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(b) New standards and interpretations not adopted by the Group

Certain new accounting standards and interpretations that have been published that are not mandatory for annual reporting period commencing January 1, 2018 and have not been early adopted by the Group are set out below.

- Enactment of Korean IFRS 1116 *Leases*

2.2 Significant Accounting Policies

Significant accounting policies and method of computation used in the preparation of the consolidated interim financial statements are consistent with those of the consolidated financial statements for the year ended December 31, 2017, except for the changes due to the application of amendment and enactments of standards described in Note 2.1.(a) and the ones described below.

2.2.1 Income Tax Expense

Income tax expense for the interim period is recognized based on management's best estimate of the weighted average annual income tax rate expected for the full financial year. The estimated average annual tax rate is applied to the pre-tax income.

2.2.2 Financial Assets

(a) Classification

From January 1, 2018, the Group classifies its financial assets in the following measurement categories:

- those to be measured subsequently at fair value (either through other comprehensive income, or through profit or loss), and
- those to be measured at amortized cost

The classification depends on the entity's business model for managing the financial assets and the contractual terms of the cash flows.

For financial assets measured at fair value, gains and losses are recorded in either profit or loss or other comprehensive income. For investments in debt instruments, this will depend on the business model in which the investment is held. The Group reclassifies debt investments only when its business model for managing those assets changes.

For investments in equity instruments that are not held for trading, the Group presents subsequent changes in fair value of the investments in equity instruments in other comprehensive income at initial recognition.

(b) Measurement

At initial recognition, the Group measures a financial asset, in the case of a financial asset not at fair value through profit or loss, at its fair value plus transaction costs that are directly attributable to the acquisition of the financial asset or the issuance of the financial liabilities. Transaction costs of financial assets carried at fair value through profit or loss are expensed in profit or loss.

Hybrid (combined) contracts with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

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Debt instruments

Subsequent measurement of debt instruments depends on the Group's business model for managing the asset and the cash flow characteristics of the asset. The Group classifies its debt instruments into one of the following three measurement categories:

- Amortized cost: Assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortized cost. A gain or loss on a debt investment that is subsequently measured at amortized cost and is not part of a hedging relationship is recognized in profit or loss when the asset is derecognized or impaired. Interest income from these financial assets using the effective interest rate method is included in 'finance income'.

- Fair value through other comprehensive income: Assets that are held for collection of contractual cash flows and for selling the financial assets, where the assets' cash flows represent solely payments of principal, are measured at fair value through other comprehensive income. Movements in the carrying amount are taken through other comprehensive income, except for the recognition of impairment loss (and reversal of impairment loss), interest income and foreign exchange gains and losses which are recognized in profit or loss. When the financial asset is derecognized, the cumulative gain or loss previously recognized in other comprehensive income is reclassified from equity to profit or loss. Interest income from these financial assets using the effective interest rate method is included in 'finance income'. Foreign exchange gains and losses are presented in 'finance income or finance costs' and impairment loss is presented in 'other non-operating expenses'.

- Fair value through profit or loss: Assets that do not meet the criteria for amortized cost or fair value through other comprehensive income are measured at fair value through profit or loss. A gain or loss on a debt investment that is subsequently measured at fair value through profit or loss and is not part of a hedging relationship is recognized in profit or loss and presented net in the statement of profit or loss within 'other income or other expenses' in the period in which it arises.

Equity instruments

The Group subsequently measures all equity investments at fair value. Fair value gains and losses on equity investments in other comprehensive income is no subsequent reclassification of fair value gains and losses to profit or loss following the derecognition of the investment. Dividends from such investments continue to be recognized in profit or loss as 'finance income' when the Group's right to receive payments is established.

Changes in the fair value of financial assets at fair value through profit or loss are recognized in 'other income or other expenses' in the statement of profit or loss as applicable. Impairment loss (and reversal of impairment loss) on equity investments measured at fair value through other comprehensive income are not reported separately from other changes in fair value.

(c) Impairment

The Group assesses the expected credit losses associated with its debt instruments carried at amortized cost or fair value through other comprehensive income on the basis of future prospects. The impairment methodology applied depends on whether there has been a significant increase in credit risk. For trade receivables, the Group applies the simplified approach, which requires expected lifetime losses to be recognized from initial recognition of the receivables.

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2.2.3 Revenue Recognition

From January 1, 2018, the Group has applied Korean IFRS 1115 *Revenue from Contracts with Customers.*

Korean IFRS 1018 and other previous revenue standard identify revenue as income that arises in the course of ordinary activities of an entity and provides guidance on a variety of different types of revenue, such as, sale of goods, rendering of services, interest, dividends, royalties and construction contracts. However, the new standard is based on the principle that revenue is recognized when control of a good or service transfers to a customer so the notion of the control replaces the existing notion of risks and rewards. A new five-step process must be applied before revenue from contract with customers can be recognized:

- Identify contracts with customers
- Identify the separate performance obligation
- Determine the transaction price of the contract
- Allocate the transaction price to each of the separate performance obligations, and
- Recognize the revenue as each performance obligation is satisfied.

The adoption of Korean IFRS 1115 does not have a significant impact on the financial statements.

(a) Identify performance obligation

With regard to the contract of selling products to the customer, the Group identifies the services provided separately to the customer as a different performance obligation. When the Group makes a sales contract with the customer, the standard warranty period for each product and customer is set up considering the legal warranty period. Even though the standard warranty period has been expired, the warranties are recognized as a revenue and is identified as a separate performance obligation when the Group provides additional warranties for the quality of product or when the customer has an option to purchase additional warranties separately.

(b) A performance obligation satisfied at a point in time

The revenue from the sale of goods is recognized at the time they are delivered to the customer. Delivery occurs when the products have been shipped to the specific location, the risks of obsolescence and loss have been transferred to the customer, and either the customer has accepted the products in accordance with the sales contract, the acceptance provisions have lapsed, or the group has objective evidence that all criteria for acceptance have been satisfied.

The goods are often sold with volume discounts, and it is the group’s policy to sell its products to the customer with a right of return. Accumulated experience is used to estimate for the discounts and the refund, and the volume discounts is calculated based on the periodical forecast sales. The warranty provision for the sales and refund is reasonably estimated and recognized properly.

(c) Refunds

A gross contract liability for the expected refunds to customers is recognized as adjustment to revenue, and the Group has a right to recover the product from the customer where the customer exercises his right of return and recognizes an asset and a corresponding adjustment to cost of sales. A right to recover the products is measured at former carrying amount of the product less the costs to recover the products.

(d) Significant financing component

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As a practical expedient, the Group need not adjust the promised amount of consideration for the effects of a significant financing component as the period between when the entity transfers a promised good or service to a customer and when the customer pays for that good or service is generally one year or less.

3. Financial Risk Management

3.1 Financial Risk Factors

The Group's activities expose it to a variety of financial risks: market risk, credit risk and liquidity risk. The Group's overall risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on the financial performance of the Group. The Group uses derivative financial instruments to hedge certain risk exposures.

Risk management is carried out by the Group's finance team under policies approved by the Corporate Management Committee. The finance team identifies, evaluates and hedges financial risks in close co-operation with the Group's operating units. The Corporate Management Committee reviews and approves written principles for overall risk management, as well as written policies covering specific areas, such as foreign exchange risk, interest rate risk, and credit risk, use of derivative financial instruments and non-derivative financial instruments, investment of excess liquidity.

(1) Market risk

1) Foreign exchange risk

The Group operates internationally and is exposed to foreign exchange risk arising from foreign currency exposures, primarily with respect to the US dollar. Foreign exchange risk arises from future commercial transactions, recognized assets and liabilities.

Management has set up a policy to require group companies to manage their foreign exchange risk against their functional currency. The Group manages maximum loss for currency risk exposures within acceptable range by using currency risk management model and hires employees who are exclusively responsible for currency risk management.

The Group has certain investments in foreign operations, whose net assets are exposed to foreign currency translation risk. Currency exposure arising from the net assets of the Group's foreign operations is managed primarily through borrowings denominated in the relevant foreign currencies.

As at June 30, 2018 and December 31, 2017, the Group's monetary assets and liabilities denominated in currencies other than its functional currency, are as follows:

(in millions of Korean won)	June 30, 2018		December 31, 2017	
	Assets	Liabilities	Assets	Liabilities
USD	2,343,579	2,046,060	2,337,448	1,561,175
EUR	232,491	404,318	174,464	21,226
JPY	21,420	110,028	36,304	109,162
CNY and others	68,739	5,030	60,616	1,512

As at June 30, 2018 and December 31, 2017, if the Group's functional currency had weakened / strengthened by 10% against the US dollar with all other variables held constant, profit before

income tax would have been affected as follows:

(in millions of Korean won)	June 30, 2018		December 31, 2017	
	10% Increase	10% Decrease	10% Increase	10% Decrease
USD	29,752	(29,752)	77,627	(77,627)

The above sensitivity analysis has been performed for monetary assets and liabilities denominated in foreign currencies other than the Group's functional currency at the reporting date.

2) Price risk

The Group is exposed to equity securities price risk arises from investments held by the Group and classified in the consolidated interim statement of financial position as non-current financial assets. The Group's equity investments are publicly traded and are related to the KOSPI index.

The table below summarizes the impact of increases/decreases of the listed stock price index on the Group's equity before tax effects as at June 30, 2018 and December 31, 2017. The analysis is based on the assumption that the equity index has increased/decreased by 10% with all other variables held constant, and that all the Group's equity instruments moved in line with the index.

(in millions of Korean won)	June 30, 2018		December 31, 2017	
	10% Increase	10% Decrease	10% Increase	10% Decrease
KOSPI	-	-	553	(553)

3) Interest rate risk

Interest rate risk is defined as the risk that the interest income or expenses arising from deposits and borrowings will fluctuate because of changes in future market interest rate. The interest rate risk mainly arises through floating rate deposits and borrowings. The objective of interest rate risk management lies in maximizing corporate value by minimizing uncertainty in interest rates fluctuations and net interest expense.

The Group adequately minimizes risks from interest rate fluctuations through various policies, such as sharing excess cash within the Group (internal cash sharing) to minimize external borrowings, avoiding high rate borrowings, reforming capital structure, managing an appropriate ratio of fixed rate borrowings and floating rate borrowings, monitoring a fluctuation of domestic and foreign interest rates daily, weekly and monthly, establishing alternatives, and balancing floating rate short-term borrowings with floating rate deposits.

The table below summarizes the impact of increases/decreases of interest rate on the Group's equity and post-tax profit for the six-month periods ended June 30, 2018 and 2017. The analysis is based on the assumption that the interest rate has increased/decreased by 1% (100 basis points) with all other variables held constant.

(in millions of Korean won)	Impact on post-tax profit		Impact on equity	
	2018	2017	2018	2017
Increase	(16,522)	(14,521)	(16,522)	(14,521)
Decrease	16,522	14,521	16,522	14,521

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(2) Credit risk

Credit risk is managed on the Group basis. Credit risk arises from debt instruments at amortized cost or fair value through other comprehensive income. The maximum exposure to credit risk as at June 30, 2018 and December 31, 2017, is as follows:

(in millions of Korean won)	June 30, 2018		
	Amount before allowance	**Impairment allowance**	**Carrying amount (maximum exposure)**
Amortized cost	8,088,010	(11,264)	8,076,746
Fair value through other comprehensive income	186,089	-	186,089
	8,274,099	(11,264)	8,262,835

(in millions of Korean won)	December 31, 2017		
	Amount before allowance	**Impairment allowance**	**Carrying amount (maximum exposure)**
Amortized cost	7,373,206	(8,511)	7,364,695
Fair value through other comprehensive income	230,473	-	230,473
Total	7,603,679	(8,511)	7,595,168

The Group has established the following policies and procedures to manage credit risks.

To manage credit risks relating to trade receivables, the Group evaluates the credit rating of customers and determines credit limit for each customer based on the information provided by credit rating agencies and other available financial information before commencing business with new customers. The credit risks relating to trade receivables are also mitigated by insurance contracts, collateral as well as payment guarantees.

The Group has entered into export bond insurance contracts with Korea Trade Insurance Corporation to mitigate credit risks relating to export trade receivables to overseas customers. The Group is also provided with collateral by customers depending on their credit rating or payment guarantees from the customers' financial institutions if necessary.

The Group has deposited its cash and cash equivalents and other long-term deposits in several financial institutions, such as Woori Bank and others. The Group has also entered into derivative contract with several financial institutions. The Group maintains business relationship with those financial institutions with high credit ratings evaluated by independent credit rating agencies and accordingly, credit risks associated with these financial institutions are limited.

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(3) Liquidity risk

Finance team of the Group monitors rolling forecasts of the Group's liquidity requirements to ensure it has sufficient cash to meet operational needs while maintaining sufficient headroom on its undrawn committed borrowing facilities at all times so that the Group does not breach borrowing limits or covenants (where applicable) on any of its borrowing facilities. The Group's liquidity management policy involves projecting cash flows in major currencies and considering the level of liquid assets necessary to meet these, monitoring balance sheet liquidity ratios against internal and external regulatory requirements and maintaining debt financing plans.

The table below analyzes the Group's non-derivative financial liabilities into relevant maturity groupings based on the remaining period at the reporting period to the contractual maturity date. Cash flows presented below are gross cash flows before discount, and includes cash flows for interests.

(in millions of Korean won)	June 30, 2018			
	Less than 1 year	Between 1-2 years	Between 2-5 years	Over 5 years
Borrowings (excluding financial lease liabilities)	1,958,697	467,422	2,089,678	951,676
Finance lease liabilities	5,192	5,177	15,532	7,944
Trade and other payables	3,604,163	7,138	2,985	142
Total	5,568,052	479,737	2,108,195	959,762

(in millions of Korean won)	December 31, 2017			
	Less than 1 year	Between 1-2 years	Between 2-5 years	Over 5 years
Borrowings (excluding financial lease liabilities)	1,472,881	333,734	1,076,000	327,225
Finance lease liabilities	5,253	5,177	15,532	10,532
Trade and other payables	3,862,001	6,927	1,576	142
Total	5,340,135	345,838	1,093,108	337,899

As at June 30, 2018, the Group has entered into swap contracts for which cash flow hedge accounting is applied, to avoid market price fluctuation of raw materials. Details of derivative assets and liabilities are as follows:

(in millions of Korean won)	June 30, 2018		December 31, 2017	
	Assets	Liabilities	Assets	Liabilities
Product swap[1]	169	-	-	-
Total	169	-	-	-

[1] Gain (loss) resulting from the contracts to avoid cash flow fluctuation risk of expected future transaction is accounted for as accumulated other comprehensive income (Note 5).

3.2 Capital Risk Management

The Group's objectives for managing capital are to safeguard the Group's ability to continue as a going concern, so the Group can continue to provide returns for shareholders and benefits for other stakeholders, and to maintain an optimal capital structure to reduce the cost of capital.

Consistent with others in the industry, the Group monitors capital on the basis of the gearing ratio.

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This ratio is calculated as net debt divided by total capital. Net debt is calculated as total borrowings less cash and cash equivalents. Total capital is calculated as 'equity' as shown in the consolidated statement of financial position plus net debt.

The gearing ratio and debt-to-equity ratio as at June 30, 2018 and December 31, 2017, were as follows:

(in millions of Korean won, except for ratios)	**June 30, 2018**	**December 31, 2017**
Total borrowings (Note 14) (A)	5,114,001	3,044,949
Less: cash and cash equivalents (B)	(2,351,721)	(2,249,341)
Net debt (C=A+B)	2,762,280	795,608
Total liabilities (D)	10,390,608	8,702,644
Total equity (E)	17,008,674	16,338,577
Total capital (F=C+E)	19,770,954	17,134,185
Gearing ratio (C/F)	14.0%	4.6%
Debt-to-equity ratio (D/E)	61.1%	53.3%

3.3 Fair Value

(1) Carrying amount and fair value of financial instruments by category as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	**June 30, 2018**		**December 31, 2017**	
	Carrying amount	**Fair value**	**Carrying amount**	**Fair value**
Financial assets (current)				
Cash and cash equivalents	2,351,721	[1]	2,249,341	[1]
Deposits held by financial institutions	478,209	[1]	529,701	[1]
Trade receivables	5,145,795	[1]	4,448,669	[1]
Other receivables (excluding deposits held by financial institutions)	165,972	[1]	241,075	[1]
Other current financial assets (derivative instruments)	169	169	-	-
Financial assets (non-current)				
Deposits held by financial institutions	63,973	[1]	64,308	[1]
Other receivables (excluding deposits held by financial institutions)	57,206	[1]	62,121	[1]
Other non-current financial assets (carried at cost)	-	-	17,718	[2]
Other non-current financial assets (carried at fair value)				
Marketable financial assets	3	3	6,064	6,064
Non-marketable financial assets	35,128	[1]	-	-
Financial liabilities (current)				
Trade and other payables	3,604,163	[1]	3,862,001	[1]
Current borrowings (excluding finance lease liabilities)	1,898,072	[1]	1,446,187	[1]
Current finance lease liabilities	5,030	[1]	5,137	[1]

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Financial liabilities (non-current)				
Non-current borrowings (excluding finance lease liabilities)	3,185,563	3,204,511	1,566,258	1,560,147
Non-current finance lease liabilities	25,336	26,265	27,367	28,776
Other non-current payables	10,265	[1]	8,646	[1]
Other non-current financial liabilities (Conversion rights)	534	534	-	-

[1] These financial assets and liabilities are not included in the disclosure above as their carrying amount is a reasonable approximation of the fair value.

[2] As at December 31, 2017, all other non-current financial assets of the Group consist of available-for-sale equity securities. These equity securities are measured at cost as the range of reasonable fair value estimates is significant and the probabilities of the various estimates cannot be reasonably assessed.

(2) Fair value for measurement and disclosure are determined based on the following method:

Fair values of financial liabilities(non-current) are based on cash outflows discounted by using Korean won currency note yield in the same credit grade with the Parent Company (AA+), and the applied discount rates as at June 30, 2018 and December 31, 2017, are as follows:

(in percentage)	**June 30, 2018**	**December 31, 2017**
Discount rate	1.93%~3.13%	1.95%~2.90%

(3) Fair value hierarchy

Items that are measured at fair value or for which the fair value is disclosed are categorized by the fair value hierarchy levels, and the levels are defined as follows:

- Quoted prices (unadjusted) in active markets for identical assets or liabilities (Level 1).
- Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (that is, prices) or indirectly (that is, derived from prices) (Level 2).
- Inputs for the asset or liability that are not based on observable market data (that is, unobservable inputs) (Level 3).

Fair value hierarchy classifications of the financial instruments that are measured at fair value or their fair value are disclosed as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	**June 30, 2018**			
	Level 1	**Level 2**	**Level 3**	**Total**
Financial assets/liabilities measured at fair value				
Other current financial assets (derivative instruments)	-	169	-	169
Other non-current financial assets (marketable financial assets)	3	-	-	3
Other non-current financial liabilities (Conversion rights)	-	534	-	534

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Financial assets/liabilities not measured at fair value				
Non-current borrowings (excluding finance lease liabilities)	-	3,204,511	-	3,204,511
Non-current finance lease liabilities	-	26,265	-	26,265

(in millions of Korean won)	December 31, 2017			
	Level 1	**Level 2**	**Level 3**	**Total**
Financial assets/liabilities measured at fair value				
Other non-current financial assets (carried at fair value)	6,064	-	-	6,064
Financial assets/liabilities not measured at fair value				
Non-current borrowings (excluding finance lease liabilities)	-	1,560,147	-	1,560,147
Non-current finance lease liabilities	-	28,776	-	28,776

4. Critical Accounting Estimates and Assumptions

The preparation of financial statements requires the Group to make estimates and assumptions concerning the future. Estimates and assumptions are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. The accounting estimates will, by definition, seldom equal the related actual results.

Significant accounting estimates and assumptions applied in the preparation of these consolidated interim financial statements are the same as those applied to the consolidated financial statements for the year ended December 31, 2017, except for the estimates used to determine income tax expense and the accounting estimates and assumptions for implementation of Korean IFRS 1109 explained as below.

(1) Impairment of financial assets

The allowance for impairment for financial assets under Korean IFRS 1109 is based on assumptions about risk of default and expected loss rates. The Group uses judgement in making these assumptions and selecting the inputs to the impairment calculation based on the Group's past history, existing market conditions as well as forward looking estimates at the end of each reporting period.

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5. Financial Instruments by Category

Categorizations of financial instruments as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018			
Financial assets	**Financial assets at amortized cost**	**Financial assets at fair value through profit or loss**	**Financial assets at fair value through other comprehensive income**	**Total**
Cash and cash equivalents	2,351,721	-	-	2,351,721
Trade receivables	4,959,706	-	186,089	5,145,795
Other receivables	644,181	-	-	644,181
Other non-current receivables	121,179	-	-	121,179
Other current financial assets	-	-	169	169
Other non-current financial assets	-	16,082	19,049	35,131
Total	8,076,787	16,082	205,307	8,298,176

(in millions of Korean won)	June 30, 2018			
Financial liabilities	**Financial liabilities at fair value through profit or loss**	**Financial liabilities at amortized cost**	**Other financial liabilities[1]**	**Total**
Trade payables	-	2,155,719	-	2,155,719
Other payables	-	1,448,444	-	1,448,444
Borrowings (current)	-	1,893,329	9,773	1,903,102
Other non-current financial liabilities	534	-	-	534
Other non-current payables	-	10,265	-	10,265
Borrowings (non-current)	-	3,185,563	25,336	3,210,899
Total	534	8,693,320	35,109	8,728,963

(in millions of Korean won)	December 31, 2017			
Financial assets	**Loans and receivables**	**Financial assets at fair value through profit or loss**	**Available-for-sale financial assets**	**Total**
Cash and cash equivalents	2,249,341	-	-	2,249,341
Trade receivables	4,448,669	-	-	4,448,669
Other receivables	770,776	-	-	770,776
Other non-current receivables	126,429	-	-	126,429
Other non-current financial assets	-	-	23,782	23,782
Total	7,595,215	-	23,782	7,618,997

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(in millions of Korean won)	December 31, 2017			
Financial liabilities	**Financial liabilities at fair value through profit or loss**	**Financial liabilities at amortized cost**	**Other financial liabilities[1]**	**Total**
Trade payables	-	2,014,779	-	2,014,779
Other payables	-	1,847,222	-	1,847,222
Borrowings (current)	-	1,443,683	7,641	1,451,324
Other non-current payables	-	8,646	-	8,646
Borrowings (non-current)	-	1,566,258	27,367	1,593,625
Total	-	6,880,588	35,008	6,915,596

[1] Other financial liabilities include (a) financial lease liabilities that are not subject to the categorizations of financial liabilities and (b) financial liabilities that are related to transfer transactions not qualified for derecognition.

Net gains or losses on each category of financial instruments for the three-month and six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018		2017	
	Three months	**Six months**	**Three months**	**Six months**
Dividend income				
Financial assets at fair value through other comprehensive income	8	8	-	-
Available-for-sale financial assets	-	-	8	204
Interest income				
Financial assets at fair value through other comprehensive income	-	-	-	5
Financial assets at amortized cost	12,233	23,497	6,340	13,801
Interest expense				
Hedging derivatives	-	-	-	-
Financial liabilities at amortized cost	(35,742)	(63,752)	(26,140)	(50,863)
Other financial liabilities	(263)	(523)	(1,870)	(5,347)
Gain (loss) on valuation				
Financial assets at fair value through profit or loss	-	-	-	-
Hedging derivatives	-	-	-	-
Financial assets at fair value through other comprehensive income	2,510	6,167	-	-
Derivative instruments	2,188	2,188	-	-
Gain (loss) on disposal				
Financial assets at fair value through profit or loss	-	-	-	-
Hedging derivatives	-	-	-	170
Financial assets at fair value through other comprehensive income	(205)	(1,542)	-	-

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(in millions of Korean won)	2018		2017	
	Three months	Six months	Three months	Six months
Gain (loss) on foreign currency translation				
Financial assets at amortized cost	106,184	90,902	97,154	25,173
Financial liabilities at amortized cost	(151,188)	(109,034)	(7,850)	24,915
Other financial liabilities	349	349	(26,710)	(2,173)
Gain (loss) on foreign currency transaction				
Financial assets at amortized cost	36,112	37,508	(24,229)	(148,037)
Financial liabilities at amortized cost	(16,941)	(7,524)	10,037	52,042
Other financial liabilities	(114)	(207)	15,152	67,836

6. Cash and Cash Equivalents

Details of cash and cash equivalents as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018	December 31, 2017
Bank deposits and cash on hand	568,978	598,712
Deposits held by financial institutions and others	1,782,743	1,650,629
Total	2,351,721	2,249,341

As at June 30, 2018, cash and cash equivalents include ₩7,563 million which is subject to a restriction on the use in association with the national R&D projects.

7. Trade and Other Receivables

Trade and other receivables and its provisions for impairment, as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018		
	Gross amount	Impairment allowance	Carrying amount
Trade receivables[1]	5,156,100	(10,305)	5,145,795
Other current receivables	645,140	(959)	644,181
Other non-current receivables[2]	121,179	-	121,179
Total	5,922,419	(11,264)	5,911,155

(in millions of Korean won)	December 31, 2017		
	Gross amount	Impairment allowance	Carrying amount
Trade receivables[1]	4,456,221	(7,552)	4,448,669
Other current receivables	771,735	(959)	770,776
Other non-current receivables[2]	126,429	-	126,429
Total	5,354,385	(8,511)	5,345,874

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[1] As at June 30, 2018 and December 31, 2017, trade receivables transferred to financial institutions have been collateralized for borrowings (current) and the amount of trade receivables not fully derecognized is as follows (Note 14):

(in millions of Korean won)	Trade receivables collateralized for borrowings	
	June 30, 2018	December 31, 2017
Carrying amount of transferred assets	4,743	2,504
Carrying amount of related liabilities	(4,743)	(2,504)

[2] As at June 30, 2018, ₩575 million of other non-current receivables represents deposits which are restricted from withdrawal in connection with maintaining checking accounts (2017: ₩550 million).

Details of other receivables as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018	December 31, 2017
Current		
Non-trade receivables	122,391	187,314
Deposits held by financial institutions[1]	478,209	529,701
Accrued income	6,445	5,126
Guarantee deposits provided	37,136	48,635
	644,181	770,776
Non-current		
Non-trade receivables	4,677	4,246
Deposits held by financial institutions[2]	63,973	64,308
Loans	335	291
Guarantee deposits provided	52,194	57,584
	121,179	126,429
Total	765,360	897,205

[1] As at June 30, 2018, ₩1,338 million (2017: ₩1,338 million) is pledged as a collateral for borrowings and others.

[2] As at June 30, 2018, ₩63,400 million (2017: ₩63,400 million) is restricted from being withdrawn in relation to large, small and medium-sized companies cooperation agreement and others.

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The aging analysis of trade and other receivables as at June 30, 2018 and December 31, 2017, is as follows:

(in millions of Korean won)	June 30, 2018		December 31, 2017	
	Trade receivables	Other receivables	Trade receivables	Other receivables
Receivables not past due	5,020,720	741,100	4,302,204	834,882
Past due but not impaired	129,742	24,260	148,908	62,323
Up to 3 months	118,724	16,217	148,043	59,070
Between 3-6 months	9,344	4,695	311	2,078
Over 6 months	1,674	3,348	554	1,175
Impaired receivables	5,638	959	5,109	959
	5,156,100	766,319	4,456,221	898,164

Movements on the provision for impairment of trade and other receivables for the six-month period ended June 30, 2018 and for the year ended December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018			
	Trade receivables		Other receivables	
	Current	Non-current	Current	Non-current
Beginning balance	7,552	-	959	-
Business combination (Note 34)	-	-	-	-
Additions	2,874	-	-	-
Write-off	(112)	-	-	-
Reversals	-	-	-	-
Exchange differences	(9)	-	-	-
Ending balance	10,305	-	959	-

(in millions of Korean won)	December 31, 2017			
	Trade receivables		Other receivables	
	Current	Non-current	Current	Non-current
Beginning balance	12,219	-	385	990
Business combination (Note 34)	2,018	-	-	-
Additions	-	-	796	-
Write-off	(644)	-	(221)	(990)
Reversals	(4,464)	-	(1)	-
Exchange differences	(1,577)	-	-	-
Ending balance	7,552	-	959	-

As at June 30, 2018 and December 31, 2017, the carrying amounts of trade and other receivables are approximation of their fair values.

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8. Other Financial Assets

Details of other financial assets as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018	December 31, 2017
Other financial assets		
Financial assets at fair value through other comprehensive income (current)	169	-
Financial assets at fair value through other comprehensive income (non-current)	19,049	-
Financial assets at fair value through profit or loss (current)	-	-
Financial assets at fair value through profit or loss (non-current)	16,082	-
Available-for-sale financial assets	-	23,782
Less: current portion	(169)	-
	35,131	23,782
Other financial liabilities (non-current)		
Derivative instruments	534	-
	534	-

Changes in other financial assets for the six-month periods ended June 30, 2018 and for the year ended December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018	December 31, 2017
Beginning balance	23,782	23,448
Business combination (Note 34)	-	2,652
Acquisitions / Transfer	15,187	3,001
Disposals	(10,005)	(195)
Impairment	-	(209)
Gain (loss) on valuation (before income tax effects)	6,336	(5,550)
Less: current portion	(169)	-
Exchange differences	-	635
Ending balance	35,131	23,782

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9. Inventories

Details of inventories as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018		
	Gross Amount	Valuation allowance	Carrying amount
Merchandise	142,416	(1,317)	141,099
Finished / Semi-finished products	2,211,174	(80,487)	2,130,687
Work-in-process	13,748	-	13,748
Raw materials	1,028,494	(16,023)	1,012,471
Supplies	148,608	-	148,608
Materials-in-transit	503,096	-	503,096
Total	4,047,536	(97,827)	3,949,709

(in millions of Korean won)	December 31, 2017		
	Gross Amount	Valuation allowance	Carrying amount
Merchandise	141,567	(3,320)	138,247
Finished / Semi-finished products	1,956,436	(95,369)	1,861,067
Work-in-process	9,852	-	9,852
Raw materials	897,227	(14,459)	882,768
Supplies	136,251	-	136,251
Materials-in-transit	324,269	-	324,269
Total	3,465,602	(113,148)	3,352,454

During the six-month period ended June 30, 2018, the cost of inventories recognized as 'cost of sales' is amounted to ₩8,304,042 million (2017: ₩7,870,664 million).

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10. Investments in Associates and Joint Ventures

Changes in investments in associates and joint ventures for the six-month period ended June 30, 2018 and for the year ended December 31, 2017, are as follows:

(in millions of Korean won)

	June 30, 2018						
	Beginning balance	Acquisitions / transfer	Dividends	Share of profit (loss) of associates and joint ventures	Share of other comprehensive income of associates and joint ventures	Others	Ending balance
LG VINA Chemical Co., Ltd.	3,327	-	(810)	169	(723)	-	1,963
HL Greenpower Co., Ltd.	20,240	-	-	(1,382)	-	(209)	18,649
LG Holdings (HK) Ltd.	51,029	-	-	2,731	1,766	-	55,526
TECWIN Co., Ltd.	8,008	-	-	1,818	-	-	9,826
SEETEC Co., Ltd.	146,741	-	(10,000)	3,590	-	91	140,422
LG Chem BRASIL INTERMEDIACAO DE NEGOCIOS DO SETOR QUIMICO LTDA.	579	-	-	-	-	-	579
LG Chem Malaysia SDN.BHD	150	-	-	-	-	-	150
LG Fuel Cell Systems Inc.	30,334	-	-	(7,124)	693	59	23,962
FJ Composite Materials Co., LTD.	2,669	-	-	(119)	97	-	2,647
WUXI CL New Energy Technology Ltd.	1,002	559	-	(71)	8	(1)	1,497
LG Life Sciences Poland Ltd.	17	-	-	-	-	-	17
Combustion Synthesis Co., Ltd.[1]	-	1,503	-	(69)	(5)	19	1,448
	264,096	2,062	(10,810)	(457)	1,836	(41)	256,686

(in millions of Korean won)

	December 31, 2017								
	Beginning balance	Business combination	Acquisitions / transfer	Dividends	Share of profit (loss) of associates and joint ventures	Share of other comprehensive income of associates and joint ventures	Changes in ownership of associates	Others	Ending balance
LG VINA Chemical Co., Ltd.	3,874	-	-	(846)	753	(454)	-	-	3,327
HL Greenpower Co., Ltd.	16,927	-	-	-	3,010	-	-	303	20,240
LG Holdings (HK) Ltd.	74,843	-	-	-	4,281	(8,596)	-	(19,499)	51,029
TECWIN Co., Ltd.	7,214	-	-	-	794	-	-	-	8,008
SEETEC Co., Ltd.	148,333	-	-	(10,000)	8,408	-	-	-	146,741
LG Chem BRASIL INTERMEDIACAO DE NEGOCIOS DO SETOR QUIMICO LTDA.	579	-	-	-	-	-	-	-	579
LG Chem Malaysia SDN.BHD	150	-	-	-	-	-	-	-	150
LG Fuel Cell Systems Inc.	8,908	-	24,527	-	(10,191)	(587)	7,680	(3)	30,334
FJ Composite Materials Co., Ltd.	-	-	3,015	-	(259)	(87)	-	-	2,669
WUXI CL New Energy Technology Ltd.	-	-	1,178	-	(176)	-	-	-	1,002
LG Life Sciences Poland Ltd.	-	17	-	-	-	-	-	-	17
	260,828	17	28,720	(10,846)	6,620	(9,724)	7,680	(19,199)	264,096

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[1] During the six-month period ended June 30, 2018, the Group newly acquired 29.54% shares of Combustion Synthesis Co., Ltd. for ₩1,503 million.

11. Property, Plant and Equipment

Changes in property, plant and equipment for the six-month period ended June 30, 2018 and for the year ended December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018										
	Land	**Buildings**	**Structures**	**Machinery**	**Vehicles**	**Tools**	**Equipment**	**Others**	**Construction -in-progress**	**Machinery -in-transit**	**Total**
Beginning balance	1,568,295	2,762,588	654,629	4,169,473	13,654	403,522	105,759	73,399	1,317,877	142,286	11,211,482
Cost	1,605,247	3,438,000	1,190,383	13,157,481	39,945	1,085,752	352,106	211,585	1,361,431	142,286	22,584,216
Accumulated depreciation	-	(637,025)	(521,806)	(8,840,809)	(26,143)	(669,189)	(243,973)	(136,034)	-	-	(11,074,979)
Accumulated impairment	(36,952)	(38,387)	(13,948)	(147,199)	(148)	(13,041)	(2,374)	(2,152)	(43,554)	-	(297,755)
Acquisitions/ Transfer	42,096	306,362	18,360	711,840	1,289	100,146	40,881	7,186	1,645,718	104,392	2,978,270
Disposals/ Transfer	-	(142)	(73)	(215,783)	(24)	(6,126)	(1,460)	(1,051)	(1,231,548)	(34,614)	(1,490,821)
Exchange differences	9	15,043	3,077	29,577	179	2,496	811	-	9,856	-	61,048
Depreciation	-	(44,116)	(22,668)	(477,097)	(1,533)	(68,198)	(19,322)	(33,206)	-	-	(666,140)
Impairment	-	(1,248)	(221)	(14,789)	-	(125)	(1)	-	-	-	(16,384)
Reversal of impairment	-	16	28	252	3	1	11	-	-	-	311
Ending balance	1,610,400	3,038,503	653,132	4,203,473	13,568	431,716	126,679	46,328	1,741,903	212,064	12,077,766
Cost	1,647,352	3,763,830	1,214,038	13,659,231	41,239	1,163,388	390,878	212,453	1,785,715	212,064	24,090,188
Accumulated depreciation	-	(686,401)	(546,479)	(9,299,058)	(27,525)	(720,212)	(261,779)	(163,973)	-	-	(11,705,427)
Accumulated impairment	(36,952)	(38,926)	(14,427)	(156,700)	(146)	(11,460)	(2,420)	(2,152)	(43,812)	-	(306,995)

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(in millions of Korean won)	December 31, 2017										
	Land	**Buildings**	**Structures**	**Machinery**	**Vehicles**	**Tools**	**Equipment**	**Others**	**Construction -in-progress**	**Machinery -in-transit**	**Total**
Beginning balance	1,470,226	2,181,396	651,061	4,288,509	8,594	384,777	95,905	100,360	473,111	26,194	9,680,133
Cost	1,507,154	2,796,650	1,145,962	12,656,297	41,183	1,005,567	323,646	238,906	484,950	26,194	20,226,509
Accumulated depreciation	-	(575,932)	(479,210)	(8,305,213)	(32,439)	(611,202)	(225,767)	(138,098)	-	-	(10,367,861)
Accumulated impairment	(36,928)	(39,322)	(15,691)	(62,575)	(150)	(9,588)	(1,974)	(448)	(11,839)	-	(178,515)
Business combination (Note 34)	62,738	81,497	6,590	109,011	197	8,256	2,918	-	164,722	57,392	493,321
Acquisitions/ Transfer	38,594	607,656	51,272	955,563	9,761	180,809	45,578	41,658	2,535,725	133,175	4,599,791
Disposals/ Transfer	(2,972)	(9,888)	(787)	(53,527)	(49)	(31,254)	(1,242)	-	(1,820,436)	(74,475)	(1,994,630)
Exchange differences	(291)	(28,426)	(5,133)	(77,319)	(121)	(6,971)	(1,821)	-	(2,854)	-	(122,936)
Depreciation	-	(75,093)	(46,529)	(955,324)	(4,691)	(125,354)	(35,001)	(66,915)	-	-	(1,308,907)
Impairment	-	(1,390)	(3,039)	(98,125)	(39)	(6,142)	(652)	(1,704)	(32,391)	-	(143,482)
Reversal of impairment	-	6,836	1,194	3,721	2	797	91	-	-	-	12,641
Transfer to assets held for sale(Note 35)											
Ending balance	1,568,295	2,762,588	654,629	4,169,473	13,654	403,522	105,759	73,399	1,317,877	142,286	11,211,482
Cost	1,605,247	3,438,000	1,190,383	13,157,481	39,945	1,085,752	352,106	211,585	1,361,431	142,286	22,584,216
Accumulated depreciation	-	(637,025)	(521,806)	(8,840,809)	(26,143)	(669,189)	(243,973)	(136,034)	-	-	(11,074,979)
Accumulated impairment	(36,952)	(38,387)	(13,948)	(147,199)	(148)	(13,041)	(2,374)	(2,152)	(43,554)	-	(297,755)

During the six-month period ended June 30, 2018, the Group capitalized ₩9,101 million of borrowing costs (2017: ₩2,270 million), which was recognized from borrowings in relation to acquisition of property, plant and equipment. The capitalization rate of borrowings used to determine the amount of borrowing costs eligible for capitalization is 2.32% (2017: 2.12%).

Line items including depreciation in the consolidated statements of profit or loss for the three-month and six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018		2017	
	Three months	**Six months**	**Three months**	**Six months**
Cost of sales	306,967	608,894	306,000	611,575
Selling and administrative expenses	28,540	55,751	23,607	47,413
Others	660	1,495	828	1,744
Total	336,167	666,140	330,435	660,732

Details of machinery classified as a finance lease as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018	December 31, 2017	
	Machinery	**Machinery**	**Construction-in-progress**
Cost- capitalized finance leases	45,025	43,274	1,275
Accumulated depreciation	(15,306)	(12,952)	-
Net book amount	29,719	30,322	1,275

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The Group leases machinery under non-cancellable finance lease agreements. The lease terms are 3~10 years and the contracts include an agreement that the ownership of the assets is transferred by the end of the lease term.

The Group reviews annually whether there is any indication that an asset may be impaired. During 2017, Glass Substrate business, a CGU in IT & Electronic materials and Advanced materials segment, was tested for impairment as its economic performance was lower than expected.

During 2017, certain equipment in LED Encap business, a CGU in IT & Electronic materials and Advanced materials segment, was tested for reversal of impairment as the future economic performance of OLED material division was estimated to exceed the previous expectation due to a transfer of LED Encap business to OLED material compound process.

The amount of impairment loss recognized as other non-operating (income) expense and key assumptions used for calculation of value in use for the year ended December 31, 2017, are as follows:

(in millions of Korean won)	2017	
	Glass Substrate[1]	**LED Encap**
Impaired amount		
Property, plant and equipment	124,138	(11,320)
Intangible assets	2,345	(6)
Key assumptions		
Pre-tax discount rate	N/A	12.3%
Growth rate for subsequent years exceeding five years	N/A	-

[1] The recoverable amount is calculated based on fair value less costs to sell and it is a non-recurring fair value measured by an observable transaction price. It is categorized as level 2 of the fair value hierarchy.

During 2017, the Group decided to dispose of certain of non-current assets and recognized the difference between the fair value and the carrying amount as impairment losses (Note 35).

12. Intangible Assets

Changes in intangible assets for the six-month period ended June 30, 2018 and for the year ended December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018					
	Development costs	**Industrial property rights**	**Goodwill**	**Memberships**	**Others**	**Total**
Beginning balance	192,046	371,381	925,593	50,806	283,329	1,823,155
Separate acquisitions/ Transfer	36,831	25,986	-	65	19,988	82,870
Additions – internal development	6,123	-	-	-	-	6,123
Disposals/Transfer	(6,223)	(20)	-	(623)	-	(6,866)
Exchange differences	437	1,974	4,729	20	156	7,316
Amortization	(20,992)	(14,793)	-	-	(17,155)	(52,940)
Impairment	(1,704)	-	-	-	-	(1,704)
Ending balance	206,518	384,528	930,322	50,268	286,318	1,857,954

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(in millions of Korean won)	December 31, 2017					
	Development costs	Industrial property rights	Goodwill	Memberships	Others	Total
Beginning balance	102,853	344,882	252,253	52,793	79,363	832,144
Business combination (Note 34)	53,913	12,770	686,229	3,723	203,144	959,779
Separate acquisitions/ Transfer	66,432	47,005	-	1,538	34,921	149,896
Additions – internal development	20,843	-	-	-	-	20,843
Disposals/ Transfer	(8,066)	(55)	-	(6,080)	(308)	(14,509)
Exchange differences	(1,107)	(1,985)	(12,889)	(35)	(349)	(16,365)
Amortization	(33,764)	(30,010)	-	-	(32,944)	(96,718)
Impairment	(9,064)	(868)	-	(1,133)	(498)	(11,563)
Reversal of impairment	6	-	-	-	-	6
Transfer to assets held for sale (Note 35)	-	(358)	-	-	-	(358)
Ending balance	192,046	371,381	925,593	50,806	283,329	1,823,155

Line items including amortization of intangible assets for the three-month and six-month periods ended June 30, 2018 and 2017, as follows:

(in millions of Korean won)	2018		2017	
	Three months	Six months	Three months	Six months
Cost of sales	6,023	11,870	5,155	9,557
Selling and administrative expenses	20,820	41,070	17,620	34,429
Total	26,843	52,940	22,775	43,986

The Group recognized total research and development costs of ₩ 475,941 million (2017: ₩ 427,580 million) as expenses.

Changes in greenhouse gas emission permits for the six-month period ended June 30, 2018 and for the year ended December 31, 2017, are as follows:

(in thousands of tons and millions of Korean won)	June 30, 2018					
	2017		2018		Total	
	Quantity	Amount	Quantity	Amount	Quantity	Amount
Beginning balance	7,520	18,635	6,648	-	14,168	18,635
Allocation with nil consideration	171	-	11	-	182	-
Purchase	370	9,556	-	-	370	9,556
Business combination	-	-	-	-	-	-
Borrowings	(28)	-	28	-	-	-
Surrendered to the government	-	-	-	-	-	-
Ending balance	8,033	28,191	6,687	-	14,720	28,191

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(in thousands of tons and millions of Korean won)	December 31, 2017					
	2016		2017		Total	
	Quantity	Amount	Quantity	Amount	Quantity	Amount
Beginning balance	6,191	-	6,475	-	12,666	-
Allocation with nil consideration	350	-	799	-	1,149	-
Purchase	250	5,133	873	18,635	1,123	23,768
Business combination	62	-	58	-	120	-
Borrowings	685	-	(685)	-	-	-
Surrendered to the government	(7,538)	(5,133)	-	-	(7,538)	(5,133)
Ending balance	-	-	7,520	18,635	7,520	18,635

13. Other Current and Non-Current Assets

Details of other current and non-current assets as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018	December 31, 2017
Current		
Prepayments and prepaid expenses	135,288	129,387
Prepaid value added tax	365,625	225,790
Others	29,992	21,637
Total	530,905	376,814
Non-current		
Long-term prepayments and long-term prepaid expenses	103,550	104,072
Others	93	91
Total	103,643	104,163

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14. Borrowings

Borrowings as at June 30, 2018 and December 31, 2017, consist of:

(in millions of Korean won)	June 30, 2018	December 31, 2017
Current		
Short-term borrowings	1,338,789	957,868
Current-portion of long-term borrowings	409,354	318,441
Current-portion of debentures	149,929	169,878
Finance lease liabilities	5,030	5,137
	1,903,102	1,451,324
Non-current		
Long-term borrowings	455,052	518,955
Debentures	2,730,511	1,047,303
Finance lease liabilities	25,336	27,367
	3,210,899	1,593,625
Total	5,114,001	3,044,949

Details of short-term borrowings as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	Bank	Latest maturity date	Interest rate(%) as at June 30, 2018	June 30, 2018	December 31, 2017
Notes discounted[1] (Negotiable notes)	Woori Bank, others	Nov. 29, 2018	Libor + 0.52 and others	4,743	2,504
Bank loans	Nonghyup Bank, others	Apr. 20, 2019	2.17 and others	1,334,046	955,364
Total				1,338,789	957,868

[1] As at June 30, 2018, trade receivables transferred to financial institutions have been collateralized for borrowings (current) (Note 7).

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Details of long-term borrowings as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018				
	Bank	**Annual interest rate (%)**	**Amount in Korean won**	**Current**	**Non-current**
Borrowings in Korean won	KEB Hana Bank[1]	1.75	529	353	176
Borrowings in foreign currencies	HSBC	3LIBOR+1.00	244,362	244,362	-
	Agricultural Bank of China	PBOC ×0.90, 3LIBOR ×0.80	48,794	9,932	38,862
	Construction Bank of China	PBOC ×90%	26,817	3,903	22,914
	Communications Bank of China	PBOC	12,401	2,380	10,021
	CITI	3LIBOR+0.64 EURIBOR+0.90	38,904	-	38,904
	Bank of America	3LIBOR+1.11, PBOC ×92.9	44,844	44,844	-
	ING BANK	3LIBOR+0.83	64,839	-	64,839
	UOB	6LIBOR+1.25	30,723	614	30,109
	Standard Chartered Bank	3LIBOR+1.15, 1LIBOR+0.75	26,306	17,537	8,769
	Sumitomo Mitsui Banking Corporation	3LIBOR+0.93	87,483	11,209	76,274
	Mizuho Banking Corporation	3LIBOR+0.96, PBOC ×102.0	78,424	44,837	33,587
	BNP PARIBAS	1LIBOR+0.70, 3EURIBOR+0.99	19,451	-	19,451
	CNOOC Finance	PBOC ×90	74,032	16,941	57,091
	Hangseng	3LIBOR+1.00	33,626	3,363	30,263
	Bank of China	3LIBOR+0.95	32,871	9,079	23,792
Total			864,406	409,354	455,052

[1] Other receivables are pledged as collateral for the above long-term borrowings (Note 18).

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(in millions of Korean won)	December 31, 2017				
	Bank	**Annual interest rate (%)**	**Amount in Korean won**	**Current**	**Non-current**
Borrowings in Korean won	KEB Hana Bank[1]	1.75	706	353	353
Borrowings in foreign currencies	Sumitomo Mitsui Banking Corporation	Libor + 1.05	53,463	5,346	48,117
	Standard Chartered Bank	Libor + 1.60	25,095	-	25,095
	Construction Bank of China	PBOC ×0.90	27,791	3,770	24,021
	Communications Bank of China	PBOC	12,896	1,841	11,055
	Agricultural Bank of China	USD: Libor + 0.80 CNY: PBOC ×0.90	51,637	9,496	42,141
	Bank of America	Libor + 0.90~1.50	69,579	32,080	37,499
	Bank of China	Libor + 0.95	34,246	5,775	28,471
	BNP PARIBAS	EUR:EURIBOR + 0.99 PLN: WIBOR + 0.55	19,151	-	19,151
	CNOOC Finance	PBOC ×0.90	71,515	16,365	55,150
	HSBC	Libor + 1.00~1.05	236,320	198,894	37,426
	JP Morgan	Libor + 0.85~1.05	42,765	42,765	-
	Mizuho Banking Corporation	Libor + 1.02	42,773	-	42,773
	CITI	EURIBOR + 0.90	38,298	-	38,298
	United Overseas Bank	Libor + 1.55	15,255	152	15,103
	Hangseng	Libor + 1.00	32,077	1,604	30,473
	ING	EURIBOR + 0.83	63,829	-	63,829
Total			837,396	318,441	518,955

[1] Other receivables are pledged as collateral for the above long-term borrowings (Note 18).

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Details of debentures as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018					
	Financial institution	**Annual interest rate (%)**	**Latest maturity date**	**Amount in Korean won**	**Current**	**Non-current**
48th Debenture (non-guaranteed/public)	NH Investment & Securities Co., Ltd. and others	3.77	2019.02.21	50,000	50,000	-
49th Debenture (non-guaranteed/private)	KB Asset Management Co., Ltd and others	2.82	2018.12.12	100,000	100,000	-
50-1st Debenture (non-guaranteed/public)	NH Investment & Securities Co., Ltd. and others	1.95	2020.05.19	120,000	-	120,000
50-2nd Debenture (non-guaranteed/public)	NH Investment & Securities Co., Ltd. and others	2.28	2022.05.19	400,000	-	400,000
50-3rd Debenture (non-guaranteed/public)	NH Investment & Securities Co., Ltd. and others	2.53	2024.05.19	280,000	-	280,000
51-1st Debenture (non-guaranteed/public)	NH Investment & Securities Co., Ltd. and others	2.56	2021.02.20	190,000	-	190,000
51-2nd Debenture (non-guaranteed/public)	NH Investment & Securities Co., Ltd. and others	2.88	2023.02.20	240,000	-	240,000
51-3rd Debenture (non-guaranteed/public)	NH Investment & Securities Co., Ltd. and others	3.07	2025.02.20	270,000	-	270,000
51-4th Debenture (non-guaranteed/public)	NH Investment & Securities Co., Ltd. and others	3.29	2028.02.20	300,000	-	300,000
1-1st USD Overseas Convertible bonds[1]	Credit Suisse	0.00	2021.04.16	246,775	-	246,775
1-2nd EUR Overseas Convertible bonds[2]	Credit Suisse	0.00	2021.04.16	408,820	-	408,820
Debentures in Korean won (non-guaranteed)	NH Investment & Securities Co., Ltd. and others	1.93	2020.02.16	100,000	-	100,000
	NH Investment & Securities Co., Ltd. and others	2.26	2022.02.16	100,000	-	100,000
	NH Investment & Securities Co., Ltd. and others	2.71	2021.03.02	50,000	-	50,000
	NH Investment & Securities Co., Ltd. and others	3.00	2023.03.02	40,000	-	40,000
Less: discount on debentures				(15,155)	(71)	(15,084)
Total				2,880,440	149,929	2,730,511

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[1] Details of 1-1st USD overseas convertible bonds are as follows:

	Details
Aggregate principal amount	USD 220,000,000
Issue price	USD 220,000,000
Coupon rate (%)	0.00
Issue date	April 16, 2018
Maturity date	April 16, 2021
Redemption	- Redemption at maturity: Outstanding bond principal, which is not repaid early or which call option is not exercised on, is repaid at maturity as a lump sum. - Prepayment: The issuer has a call option.
Underlying shares	509,606 registered ordinary shares (treasury shares)
Conversion price (Korean won/shares)	460,000
Conversion period	From May 27, 2018 to April 06, 2021
Call option by the issuer	- Share price (based on closing price) is higher than 130% of conversion price for more than 20 trading days during 30 consecutive trading days in a row, after 1 year from the closing date. - The amount of outstanding bonds is less than 10% in aggregate principal amount of the bonds originally issued (clean up call). - As a result of changes relating to tax laws in Korea, the issuer becomes obliged to pay any additional amounts.
Call option by bondholders	- The shares cease to be listed or admitted to trading or are suspended for a period equal to or exceeding 30 consecutive trading days. - The occurrence of a change of control

[2] Details of 1-2nd EUR overseas convertible bonds are as follows:

	Details
Aggregate principal amount	EUR 315,200,000
Issue price	EUR 315,200,000
Coupon rate (%)	0.00
Issue date	April 16, 2018
Maturity date	April 16, 2021
Redemption	- Redemption at maturity: Outstanding bond principal, which is not repaid early or which call option is not exercised on, is repaid at maturity as a lump sum. - Prepayment: The issuer has a call option.
Underlying shares	775,128 registered ordinary shares (treasury shares)
Conversion price (Korean won/shares)	533,600
Conversion period	From May 27, 2018 to April 06, 2021
Call option by the issuer	- Share price (based on closing price) is higher than 130% of conversion price for more than 20 trading days during 30 consecutive trading days in a row, after 1 year from the closing date. - The amount of outstanding bonds is less than 10% in aggregate principal amount of the bonds originally issued (clean up call). - As a result of changes relating to tax laws in Korea, the issuer becomes obliged to pay any additional amounts.
Call option by bondholders	- The shares cease to be listed or admitted to trading or are suspended for a period equal to or exceeding 30 consecutive trading days. - The occurrence of a change of control

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(in millions of Korean won)		December 31, 2017				
	Financial institution	Annual interest rate (%)	Latest maturity date	Amount in Korean won	Current	Non-current
47th Debenture (non-guaranteed/private)	Government Employees Pension Service and others	3.20	2018.04.30	30,000	30,000	-
48th Debenture (non-guaranteed/public)	NH Investment & Securities Co., Ltd. and others	3.77	2019.02.21	50,000	-	50,000
49th Debenture (non-guaranteed/private)	KB Asset Management Co., Ltd and others	2.82	2018.12.12	100,000	100,000	-
50-1st Debenture (non-guaranteed/public)	NH Investment & Securities Co., Ltd. and others	1.95	2020.05.19	120,000	-	120,000
50-2nd Debenture (non-guaranteed/public)	NH Investment & Securities Co., Ltd. and others	2.28	2022.05.19	400,000	-	400,000
50-3rd Debenture (non-guaranteed/public)	NH Investment & Securities Co., Ltd. and others	2.53	2024.05.19	280,000	-	280,000
Debentures in Korean won (collateralized)[1]	IBK Securities Co., Ltd. and others	4.70	2018.03.05	40,000	40,000	
Debentures in Korean won (non-guaranteed)	NH Investment & Securities Co., Ltd. and others	1.93	2020.02.16	100,000	-	100,000
	NH Investment & Securities Co., Ltd. and others	2.26	2022.02.16	100,000	-	100,000
Less: discount on debentures				(2,819)	(122)	(2,697)
Total				1,217,181	169,878	1,047,303

[1] Certain property, plant and equipment are pledged as collateral for the above debentures (Note 18).

Details of finance lease liabilities as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018				
Leaser	**Annual interest rate (%)**	**Latest maturity date**	**Total amount**	**Current**	**Non-current**
Hyundai Oil Bank	3.12	2024.12.31	29,209	4,885	24,324
Others	3.7 ~ 4.13	2023.12.31	1,157	145	1,012
Total			30,366	5,030	25,336

(in millions of Korean won)	December 31, 2017				
Leaser	**Annual interest rate (%)**	**Latest maturity date**	**Total amount**	**Current**	**Non-current**
Hyundai Oil Bank	3.12	2024.12.31	31,226	4,886	26,340
Others	3.7 ~ 4.13	2023.12.31	1,278	251	1,027
Total			32,504	5,137	27,367

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The present value of finance lease liabilities as at June 30, 2018 and December 31, 2017, is as follows:

(in millions of Korean won)	June 30, 2018			December 31, 2017		
	Minimum lease payments	Future finance costs	Present value	Minimum lease payments	Future finance costs	Present value
Within 1 year	5,192	162	5,030	5,253	116	5,137
Between 1-5 years	20,710	1,958	18,752	20,710	2,006	18,704
Over 5 years	7,944	1,360	6,584	10,532	1,869	8,663

15. Provisions

Changes in provisions for other liabilities and charges for the six-month period ended June 30, 2018 and for the year ended December 31, 2017, as follows:

(in millions of Korean won)	June 30, 2018				
	Warranty[1]	Greenhouse gas emission[2]	Legal Claims[3]	Restoration[4]	Total
Beginning balance	92,662	23,069	20,629	90,056	226,416
Additions	75,580	14,620	7,714	1,146	99,060
Used	(44,307)	-	(9,763)	(6,185)	(60,255)
Ending balance	123,935	37,689	18,580	85,017	265,221
Less : current portion	(37,385)	(37,689)	-	(20,548)	(95,622)
Total	86,550	-	18,580	64,469	169,599

(in millions of Korean won)	December 31, 2017				
	Warranty[1]	Greenhouse gas emission[2]	Legal Claims[3]	Restoration[4]	Total
Beginning balance	51,838	27,801	10,102	95,774	185,515
Business combination	5,994	59	-	-	6,053
Additions	94,603	342	72,787	1,641	169,373
Used	(59,773)	(5,133)	(62,260)	(7,359)	(134,525)
Ending balance	92,662	23,069	20,629	90,056	226,416
Less : current portion	(19,521)	(23,069)	-	(20,350)	(62,940)
Total	73,141	-	20,629	69,706	163,476

[1] Warranty provisions have been accrued for the estimated warranty costs to be incurred due to quality control, exchange, refunds with regard to products based on historical experience.

[2] Greenhouse gas emission provisions have been accrued for estimated expenditures to be obligated for any excess emission. The estimated emission for the six-month period ended June 30, 2018 amounts to 3,953 thousand tons (2017: 3,857 thousand tons).

[3] Lawsuit provisions have been accrued for certain pending cases.

[4] As at June 30, 2018, restoration provisions have been accrued for the estimated expenses to

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16. Net Defined Benefit Liabilities

Details of net defined benefit liabilities recognized in the consolidated interim statements of financial position as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018	December 31, 2017
Present value of defined benefit obligations[1]	1,075,732	1,049,511
Fair value of plan assets	(824,495)	(868,830)
Liabilities in the consolidated interim statement of financial position	251,237	180,681

[1] The present value of retirement benefit obligations is net of existing contributions to the National Pension Plan of ₩843 million as at June 30, 2018 (2017: ₩862 million).

The amounts recognized in the consolidated interim statements of profit or loss for the three-month and six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018		2017	
	Three months	Six months	Three months	Six months
Current service cost[1]	36,078	71,986	33,160	68,069
Interest cost	1,447	2,884	726	1,452
Total, included in employee benefit expenses	37,525	74,870	33,886	69,521

[1] The above amounts excluded ₩490 million (2017: ₩403 million) of expenses capitalized to construction in progress and development costs.

Post-employment benefits recognized for defined contribution plan for the six-month period ended June 30, 2018, amounted to ₩3,321 million (2017: ₩310 million).

Post-employment benefits recognized in the consolidated interim statements of profit or loss for the three-month and six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018		2017	
	Three months	Six months	Three months	Six months
Cost of sales	26,452	52,626	23,620	47,612
Selling and administrative expenses	12,764	25,565	10,434	22,219
Total	39,216	78,191	34,054	69,831

Movements in the present value of defined benefit obligations for the six-month period ended June 30, 2018 and for the year ended December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018	December 31, 2017
Beginning balance	1,049,511	885,259
Business combination (Note 34)	-	69,693

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Transfer in	2,558	7,452
Transfer out	(2,054)	(2,278)
Current service cost	72,476	137,355
Past service cost	-	656
Interest expense	16,235	26,572
Remeasurements:		
Actuarial loss from change in demographic assumptions	-	4,100
Actuarial gain from change in financial assumptions	-	(41,917)
Actuarial loss from experience adjustments	-	30,059
Others	-	1,060
Exchange differences	(396)	(437)
Payments from plans	(62,598)	(68,018)
Changes in consolidation scope	-	(45)
Ending balance	1,075,732	1,049,511

Movements in the fair value of plan assets for the six-month period ended June 30, 2018 and for the year ended December 31, 2017, are as follows:

(in millions of Korean won)	**June 30, 2018**	**December 31, 2017**
Beginning balance	868,830	793,087
Business combination (Note 34)	-	57,771
Transfer in	(538)	(504)
Interest income	13,351	23,604
Remeasurements:		
Return on plan assets (excluding amounts included in interest income)	(4,673)	(7,398)
Contributions:		
Employers	7	59,288
Payments from plans	(51,808)	(56,106)
Administrative costs	(674)	(912)
Ending balance	824,495	868,830

The actual return on plan assets for the six-month period ended June 30, 2018, was ₩8,678 million (December 31, 2017: ₩16,206 million).

The significant actuarial assumptions as at June 30, 2018 and December 31, 2017, are as follows:

	June 30, 2018	**December 31, 2017**
Discount rate	3.2% ~ 3.5%	3.1% ~ 3.5%
Salary growth rate	2.2% ~ 5.0%	2.2% ~ 5.0%

The sensitivity analysis for changes in key actuarial assumptions as at June 30, 2018, is as follows:

(in millions of Korean won)	**Increase by 1%**	**Decrease by 1%**
Discount rate:		
Increase (decrease) in defined benefit obligations	(108,455)	129,876
Salary growth rate:		
Increase (decrease) in defined benefit obligations	126,386	(107,892)

A decrease in corporate bond yields may lead most significantly to an increase in defined benefit

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liabilities.

The above sensitivity analyses are based on a change in an assumption while holding all other assumptions constant. In practice, this is unlikely to occur, and changes in some of the assumptions may be correlated. The sensitivity of the defined benefit obligation to changes in principal actuarial assumptions is calculated using the projected unit credit method, the same method applied when calculating the defined benefit obligations recognized on the statement of financial position.

The methods and types of assumptions used in preparing the sensitivity analysis did not change compared to the prior period.

Plan assets as at June 30, 2018 and December 31, 2017, consist of:

(in millions of Korean won)	June 30, 2018			
	Quoted price	**Unquoted price**	**Total**	**Composition (%)**
Insurance contracts with guaranteed yield	810,192	-	810,192	98
Equity linked bonds	11,265	-	11,265	1
Time deposits	3,038	-	3,038	1
	824,495	-	824,495	100

(in millions of Korean won)	December 31, 2017			
	Quoted price	**Unquoted price**	**Total**	**Composition (%)**
Insurance contracts with guaranteed yield	854,368	-	854,368	98
Equity linked bonds	11,286	-	11,286	1
Time deposits	3,176	-	3,176	1
	868,830	-	868,830	100

17. Other Current and Non-Current Liabilities

Details of other current and non-current liabilities as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	**June 30, 2018**	**December 31, 2017**
Current		
Advances from customers	497,706	493,595
Withholdings	66,538	91,589
Unearned revenues	16,437	9,842
Accrued expenses	190,087	259,257
Total	770,768	854,283
Non-current		
Long-term accrued expenses	46,674	44,663
Long-term unearned revenues	39,772	24,237
	86,446	68,900

18. Commitments and Contingencies

(1) As at June 30, 2018, the Parent Company and certain subsidiaries have been guaranteed from the Seoul Guarantee Insurance Company for the execution of contracts and others.

(2) As at June 30, 2018, the Parent Company has provided one blank promissory note to the Korea National Oil Corporation as a collateral in relation to petroleum import surcharges.

(3) As at June 30, 2018, the Parent Company and certain subsidiaries have various specific line of credit agreements with several financial institutions, as follows:

(*unit: Korean won in millions, foreign currencies in millions*)

Classification	The Parent Company		Certain Subsidiaries					
	KRW	USD	KRW	USD	CNY	EUR	INR	THB
Limit of bank overdraft	59,100	50	-	140	1,200	29	-	9
Limit of the letter of credit	32,000	398	-	320	200	2	-	-
Limit of discount of notes from export	-	1,343	-	-	-	-	-	-
Limit of payment guarantees in other foreign currency	-	60	-	-	-	-	-	-
Limit of loan arrangements	-	-	87,529	2,052	7,586	115	3,200	-

The Group also entered into credit line agreements with other financial institutions relating to trade finance and import/export amounting to ₩20,000 million and USD 55 million.

(4) As at June 30, 2018, the Parent Company and certain subsidiaries have B2B purchase arrangements with several financial institutions with limit of ₩310,000 million and ₩101,000 million, respectively.

(5) As at June 30, 2018, in relation to price fixing of mobile batteries, the consumers in U.S., Canada and Israel have filed three class actions against the Parent Company and certain overseas subsidiaries. However, the ultimate outcome of these cases cannot be determined at the reporting date.

(6) In addition, as at June 30, 2018, the Parent Company and certain subsidiaries have been named as a plaintiff in 13 and 24 legal actions, respectively, involving ₩16,721 million and ₩4,314 million in claims, respectively. They have been named as a defendant in 38 and 23 legal actions, respectively, with ₩59,173 million and ₩17,628 million in claims, respectively. The ultimate outcome of these cases cannot be determined at the reporting date.

(7) As at June 30, 2018, the Parent Company has technology license agreements with STYRON EUROPE GmbH and other companies for the production of Polycarbonate products. Further, the Parent Company has entered into manufacture and production technical contracts with Exxon Mobile and others.

(8) The Parent Company has entered into a license agreement with LG Corp. to use trademarks on the products that the Group manufactures and sells, and on the services the Group provides in relation to its business.

(9) As at June 30, 2018, the Parent Company has entered into payment guarantee contract of USD 1 million and EUR 5 million with financial institutions to guarantee the warrant of certain installed products. Also, certain subsidiaries have entered into payment guarantee contract of CNY 365 million with financial institutions in relation to custom of imported raw materials.

(10) As at June 30, 2018 and December 31, 2017, assets pledged as collateral for the borrowings are as follows:

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(in millions of Korean won)	June 30, 2018			
	Secured amount	Borrowings / Loan	Limit	Secured party
Other receivables	300	Non-current borrowings (Won currency)	529	KEB Hana Bank
	300		529	

(in millions of Korean won)	December 31, 2017			
	Secured amount	Borrowings / Loan	Limit	Secured party
Other receivables	300	Non-current borrowings (Won currency)	705	KEB Hana Bank
Gumi facility, Anseong facility, Genetics institute	52,000	Collateralized debentures (Won currency)	40,000	Creditors
	52,300		40,705	

(11) Capital expenditure arrangement that has not incur at the end of the reporting period is as follows:

(in millions of Korean won)	June 30, 2018	December 31, 2017
Property, plant and equipment	4,134,055	1,734,663

(12) The Group has entered into operating lease agreements for offices, equipment, ports and others. Most of the agreements will be terminated within a year after the end of the reporting period.

19. Share Capital

Changes in share capital and share premium for the six-month period ended June 30, 2018 and for the year ended December 31, 2017, are as follows:

(in millions of Korean won and in shares)	Ordinary shares		Preferred shares		
	Number of shares	Share capital	Number of shares	Share capital	Share premium
January 1, 2017	66,271,100	331,356	7,628,921	38,144	897,424
Share issuance due to business combination	4,321,243	21,606	59,879	300	1,116,614
December 31, 2017	70,592,343	352,962	7,688,800	38,444	2,014,038
June 30, 2018	70,592,343	352,962	7,688,800	38,444	2,014,038

Changes in treasury shares for the six-month period ended June 30, 2018 and for the year ended December 31, 2017, are as follows:

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(in millions of Korean won and in shares)	Number of shares		Carrying amount	Gain on disposal of treasury shares
	Ordinary shares	Preferred shares		
January 1, 2017	359,795	5,519	15,484	13,855
Purchase of treasury shares due to business combination	1,284,891	10,328	337,211	-
Acquisition of fractional shares due to business combination	7,730	520	2,250	-
December 31, 2017	1,652,416	16,367	354,945	13,855
June 30, 2018	1,652,416	16,367	354,945	13,855

20. Retained Earnings

Retained earnings as at June 30, 2018 and December 31, 2017, consist of:

(in millions of Korean won)	June 30, 2018	December 31, 2017
Legal reserve[1]	324,135	312,894
Discretionary reserve[2]	12,541,819	11,410,610
Retained earnings before appropriation	1,718,900	2,315,746
Total	14,584,854	14,039,250

[1] The Commercial Code of the Republic of Korea requires the Parent Company to appropriate for each financial period, as a legal reserve, an amount equal to a minimum of 10% of cash dividends paid until such reserve equals 50% of its issued share capital. The reserve is not available for cash dividends payment, but may be transferred to share capital or used to reduce accumulated deficit. When the accumulated legal reserves (the sum of capital reserves and earned profit reserves) are greater than 1.5 times the paid-in capital amount, the excess legal reserves may be distributed in accordance with a resolution of the shareholders' meeting.

[2] The Group separately accumulates a discretionary reserve for research and human resource development through appropriation of retained earnings, which has been included as deductible expense for the corporate income tax return according to the Special Tax Treatment Law. The reserve could be reversed in accordance with the terms of related tax laws.

21. Other Components of Equity

Details of other components of equity as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018	December 31, 2017
Treasury shares (Note 19)	(354,945)	(354,945)
Capital transactions within the Group [1]	(7,731)	(7,731)
Total	(362,676)	(362,676)

[1] Includes gain or loss on disposal of investments and investment differences due to changes in equity, net of deferred tax.

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22. Selling and Administrative Expenses

Selling and administrative expenses for the three-month and six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018		2017	
	Three months	Six months	Three months	Six months
Wages and salaries	209,171	401,204	179,235	364,231
Post-employment benefits (Note 16)	12,764	25,565	10,434	22,219
Employee benefits	38,219	72,324	36,904	68,861
Travel expense	14,888	28,158	13,233	24,694
Water & utilities	8,875	22,569	8,631	19,027
Packaging expense	2,039	4,033	2,009	3,432
Rental expenses	24,471	44,784	22,103	41,995
Commission expenses	104,440	198,804	83,545	163,011
Depreciation (Note 11)	28,543	55,757	23,614	47,428
Advertising expense	10,596	16,103	7,472	12,657
Freight expenses	140,005	272,891	135,108	263,341
Training expense	5,967	9,944	4,681	7,809
Amortization (Note 12)	20,820	41,070	17,620	34,429
Sample expense	5,045	9,126	5,230	9,306
Development costs	50,244	89,610	33,337	61,050
Others	92,202	167,067	60,825	117,199
Total	768,289	1,459,009	643,981	1,260,689

23. Breakdown of Expenses by Nature

Cost of sales, and selling and administrative expenses by nature for the three-month and six-month periods ended June 30, 2018 and 2017, consist of:

(in millions of Korean won)	2018		2017	
	Three months	Six months	Three months	Six months
Changes in inventories of merchandise, finished goods, semi-finished goods and work in process	(21,878)	(276,369)	90,338	(5,457)
Raw materials and consumables used	4,025,658	7,943,159	3,384,270	7,209,585
Purchase of merchandise	341,923	637,252	344,856	666,536
Employee benefit expenses (Note 24)	619,935	1,180,724	541,919	1,084,800
Advertising expenses	10,975	16,685	7,822	13,167
Freight expenses	149,384	292,254	144,236	281,736
Commission expenses	168,325	324,583	140,577	269,981
Depreciation and amortization	362,353	717,591	352,389	702,989
Operating lease payments	22,646	46,094	22,049	43,851
Other expenses	669,241	1,369,338	626,736	1,077,764
Total	6,348,562	12,251,311	5,655,192	11,344,952

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24. Employee Benefit Expenses

Details of employee benefit expenses for the three-month and six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018		2017	
	Three months	Six months	Three months	Six months
Salaries	523,448	994,721	454,258	912,710
Post-employment benefits – Defined benefit plan (Note 16)	37,525	74,870	33,886	69,521
Post-employment benefits – Defined contribution plan (Note 16)	1,691	3,321	168	310
Others	57,271	107,812	53,607	102,259
Total	619,935	1,180,724	541,919	1,084,800

25. Finance Income and Costs

Details of finance income and costs for the three-month and six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018		2017	
	Three months	Six months	Three months	Six months
Finance income				
Interest income[1]	12,233	23,497	6,340	13,806
Dividend income	8	8	8	204
Gain on foreign exchange	43,396	79,046	34,019	77,612
Gain on foreign currency translation	12,376	13,289	23,247	28,765
Gain on valuation of derivative instruments	2,019	2,019	-	-
Gain on disposal of hedging derivatives	-	-	-	170
Total	70,032	117,859	63,614	120,557
Finance costs				
Interest expense[2]	29,595	55,174	26,851	53,940
Loss on foreign exchange	32,296	68,131	22,811	96,159
Loss on foreign exchange translations	84,422	56,905	6,970	7,720
Loss on redemption of debentures	-	13	-	-
Total	146,313	180,223	56,632	157,819

[1] Details of interest income for the three-month and six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018		2017	
	Three months	Six months	Three months	Six months
Deposits held by financial institutions	11,349	21,192	5,208	11,709
Non-current financial assets	-	-	-	5
Other loans and receivables	884	2,305	1,132	2,092
Total	12,233	23,497	6,340	13,806

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[2] Details of interest expense for the three-month and six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018		2017	
	Three months	Six months	Three months	Six months
Interest on bank overdraft and borrowings	23,447	33,317	20,270	41,186
Interest on finance lease liabilities	260	513	293	1,030
Interest on debentures	10,691	27,438	5,643	10,676
Other interest expenses	1,607	3,007	1,804	3,318
Capitalized interest for qualifying assets	(6,410)	(9,101)	(1,159)	(2,270)
Total	29,595	55,174	26,851	53,940

26. Other Non-Operating Income

Details of other non-operating income for the three-month and six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018		2017	
	Three months	Six months	Three months	Six months
Gain on foreign exchange	68,105	122,413	58,532	179,621
Gain on foreign currency translation	100,755	104,192	104,815	43,493
Gain on disposal of property, plant and equipment	2,884	3,019	875	1,632
Gain on disposal of intangible assets	2	2	-	4,867
Reversal of impairment loss on property, plant and equipment (Note 11)	311	311	-	-
Gain on disposal of investments in associates	-	-	1,952	1,952
Others	7,795	13,867	11,809	39,494
Total	179,852	243,804	177,983	271,059

27. Other Non-Operating Expenses

Details of other non-operating expenses for the three-month and six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018		2017	
	Three months	Six months	Three months	Six months
Loss on foreign exchange	60,149	103,552	68,780	189,233
Loss on foreign currency translation	73,363	78,359	58,498	16,623
Loss on disposal of property, plant and equipment	3,851	17,061	4,972	26,107
Loss on disposal of intangible assets	28	77	1,020	1,807
Impairment loss on property, plant and equipment (Note 11)	15,110	16,385	107	12,869
Impairment loss on intangible assets (Note 12)	1,704	1,704	1,123	4,272
Donations	2,172	5,668	13,379	17,120

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Others	5,033	14,861	34,788	65,306
Total	161,410	237,667	182,667	333,337

28. Tax Expense and Deferred Tax

Income tax expense is recognized based on the best estimate of weighted average annual income tax rate expected for the full financial year. The estimated average annual income tax rate used for the year ending December 31, 2018, is 23.9% (the estimated tax rate for the year ended December 31, 2017: 21.2%).

29. Earnings per Share

Basic earnings per share is calculated by dividing the profit attributable to owners of the Parent Company by the weighted average number of shares in issue excluding shares purchased by the Parent Company and held as treasury shares. As at the reporting date, the Parent Company has no potential ordinary shares. Preferred shares have a right to participate in the profits of the Parent Company. These participation rights have been considered in presenting the EPS for ordinary shares and preferred shares.

Basic earnings per share attributable to the owners of the Parent Company for the three-month and six-month periods ended June 30, 2018 and 2017, is computed as follows:

Basic earnings per ordinary share

(in millions of Korean won and in number of shares)	2018		2017	
	Three months	Six months	Three months	Six months
Profit attributable to ordinary shares[1]	429,796	907,846	519,199	997,376
Weighted average number of ordinary shares outstanding[2]	68,939,927	68,939,927	68,940,610	68,940,610
Basic earnings per share attributable to the ordinary shares (in won)	6,234	13,169	7,531	14,467

Basic earnings per preferred share

(in millions of Korean won and in number of shares)	2018		2017	
	Three months	Six months	Three months	Six months
Profit attributable to preferred shares[1]	47,928	101,227	57,878	111,191
Weighted average number of preferred shares outstanding[2]	7,672,433	7,672,433	7,672,479	7,672,479
Basic earnings per share attributable to the preferred shares (in won)	6,247	13,194	7,544	14,492

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[1] Profit attributable to ordinary and preferred shares are as follows:

(in millions of Korean won and in number of shares)	2018		2017	
	Three months	Six months	Three months	Six months
Profit attributable to the equity holders of the Parent Company	477,724	1,009,073	577,077	1,108,567
Dividends to the ordinary shares (A)	103,410	206,820	86,175	172,351
Dividends to the preferred shares (B)	11,604	23,209	9,687	19,373
Undistributed earnings for the year	362,710	779,044	481,215	916,843
Undistributed earnings available for the ordinary shares (C)	326,386	701,026	433,024	825,025
Undistributed earnings available for the preferred shares (D)	36,324	78,018	48,191	91,818
Profit for the period attributable to the ordinary shares (A+C)	429,796	907,846	519,199	997,376
Profit for the period attributable to the preferred shares (B+D)	47,928	101,227	57,878	111,191

[2] Weighted average numbers of shares are calculated as follows:

		2018		
Ordinary shares outstanding	**Period**	**Number of shares**	**Number of days**	**Number of shares x days**
Beginning balance	2018. 1. 1 - 2018. 6. 30	68,939,927	181	12,478,126,787
Total				12,478,126,787

Weighted average number of ordinary shares outstanding: 12,478,126,787 / 181 = 68,939,927 shares

		2018		
Preferred shares outstanding	**Period**	**Number of shares**	**Number of days**	**Number of shares x days**
Beginning balance	2018. 1. 1 - 2018. 6. 30	7,672,433	181	1,388,710,373
Total				1,388,710,373

Weighted average number of preferred shares outstanding: 1,388,710,373 / 181 = 7,672,433 shares

		2017		
Ordinary shares outstanding	**Period**	**Number of shares**	**Number of days**	**Number of shares x days**
Beginning balance	2017. 1. 1 - 2017. 6. 30	65,911,305	181	11,929,946,205
Share issuance due to business combination	2017. 1. 1 - 2017. 6. 30	4,321,243	181	782,144,983
Purchase of treasury shares	2017. 1. 1 - 2017. 6. 30	(1,284,891)	181	(232,565,271)
Purchase of treasury shares	2017. 1. 17 - 2017. 6. 30	(7,730)	165	(1,275,450)
Total				12,478,250,467

Weighted average number of ordinary shares outstanding: 12,478,250,467 / 181 = 68,940,610 shares

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		2017		
Preferred shares outstanding	**Period**	**Number of shares**	**Number of days**	**Number of shares x days**
Beginning balance	2017. 1. 1 - 2017. 6. 30	7,623,402	181	1,379,835,762
Share issuance due to business combination	2017. 1. 1 - 2017. 6. 30	59,879	181	10,838,099
Purchase of treasury shares	2017. 1. 1 - 2017. 6. 30	(10,328)	181	(1,869,368)
Purchase of treasury shares	2017. 1. 17 - 2017. 6. 30	(520)	165	(85,800)
Total				1,388,718,693

Weighted average number of preferred shares outstanding: 1,388,718,693 / 181 = 7,672,479 shares

Diluted earnings per share is calculated based on the weighted average number of ordinary shares outstanding, adjusted for the assumption that all of dilutive potential ordinary shares to be converted. The Group has one category of dilutive potential ordinary shares: convertible bonds, which were issued during this period. Convertible bonds are considered to be converted into potential ordinary shares and the amount, subtracting income tax effect from related gain and loss such as interest expense on convertible bonds, is added to profit for the period attributable to ordinary shares and preferred shares.

(in millions of Korean won and in number of shares)	2018	
	Three months	**Six months**
Diluted earnings per ordinary shares		
Profit for the period attributable to the ordinary shares	429,796	907,846
Gain and loss on convertible bonds	(619)	(247)
Profit used in calculating diluted earnings per share	429,177	907,599
Weighted average number of ordinary shares outstanding	68,939,927	68,939,927
Adjustments for calculation of diluted earnings per share	539,446	539,446
Weighted average number of ordinary shares and potential ordinary shares used as the denominator in calculating diluted earnings per share	69,479,373	69,479,373
Diluted earnings per share attributable to the ordinary shares (in won)	6,177	13,063

(in millions of Korean won and in number of shares)	2018	
	Three months	**Six months**
Diluted earnings per preferred shares		
Profit for the period attributable to preferred shares	47,928	101,227
Gain and loss on convertible bonds	(439)	(811)
Profit used in calculating diluted earnings per share	47,489	100,416
Weighted average number of preferred shares outstanding	7,672,433	7,672,433
Adjustments for calculation of diluted earnings per share	-	-
Weighted average number of preferred shares and potential preferred shares used as the denominator in calculating diluted earnings per share	7,672,433	7,672,433
Diluted earnings per share attributable to the preferred shares (in won)	6,190	13,088

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30. Dividends

The ₩ 460,058 million (2017: ₩ 368,055 million) of dividends for the year ended December 31, 2017, was paid to the shareholders of the Parent Company in April 2018.

31. Related Party Transactions

As at June 30, 2018 and December 31, 2017, LG Corp. is an entity exercising a significant influence over the Group, which owns 33.34% of the Parent Company's ordinary shares.

Details of associates and other related parties that have sales and other transactions with the Group or have receivables and payables balances as at June 30, 2018 and December 31, 2017, are as follows, and the details of investments in subsidiaries, associates and joint ventures are described in Note 1.3:

Related party	Related party's subsidiary (Domestic)	Related party's subsidiary (overseas)	Details
SERVEONE	-		Subsidiary of LG Corp.
LG CNS Co., Ltd.	LG N-Sys Inc. and others	LG CNS America Inc. and others	Subsidiary of LG Corp.
LG Siltron Incorporated	-	-	Subsidiary of LG Corp.
LG Management Development Institute	-	-	Subsidiary of LG Corp.
LG Sports Ltd.	-	-	Subsidiary of LG Corp.
LG Holdings Japan	-	-	Subsidiary of LG Corp.
LG MMA Corporation	-	-	Joint venture of LG Corp.
LG Display Co., Ltd.	-	LG Display (China) Co., Ltd. and others	LG Enterprise group[1]
LG Electronics, Inc.	LG Innotek Co., Ltd. and others	Inspur LG Digital Mobile Communications Co., Ltd. and others	LG Enterprise group[1]
LG International Corp.	Pantos Logistics Co., Ltd. and others	LG International (Japan) Ltd. and others	LG Enterprise group[1]
LG Hausys, Ltd.	-	LG Hausys Tianjin Co., Ltd. and others	LG Enterprise group[1]
LG Household & Health Care Ltd.	Coca-Cola Beverage Co.	-	LG Enterprise group[1]
LG Uplus Corp.	-	-	LG Enterprise group[1]
G Ⅱ R Inc.	HS AD Inc.	-	LG Enterprise group[1]
Silicon Works Co., Ltd.	-	-	LG Enterprise group[1]

[1] Although the entity is not the related party of the Group in accordance with Korean IFRS 1024, the entity belongs to a large enterprise group in accordance with the Monopoly Regulation and Fair Trade Act.

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Sales and purchases with related parties for the six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)

	2018			
		Purchase and others		
	Sales and others	Purchase of raw materials /merchandises	Acquisition of property, plant and equipment and intangible assets	Others
Entity with a significant influence over the Group				
LG Corp.	-	-	-	33,144
Associates and joint ventures				
SEETEC Co., Ltd.	11,466	57,504	124	40,520
TECWIN Co., Ltd.	-	131	2,055	160
HL Greenpower Co., Ltd.	164,654	-	-	364
Others	26	-	-	1,310
Other related parties				
LG MMA Corporation	60,519	132,692	-	3,635
SERVEONE and its subsidiaries	6,891	273,594	297,062	83,402
LG CNS Co., Ltd. and its subsidiaries	36,747	1,105	87,738	47,758
Others	-	-	-	7,746
Others				
LG Display Co., Ltd. and its subsidiaries	576,206	-	1,564	-
LG Electronics Inc. and its subsidiaries	495,524	199,196	395,763	66,755
LG International Corp. and its subsidiaries	140,827	263,955	576	186,883
LG Hausys, Ltd. and its subsidiaries	105,503	1,582	942	3,661
Others	9,124	14,148	2,216	5,495
Total	1,607,487	943,907	788,040	480,833

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(in millions of Korean won)

	2017			
		Purchase and others		
	Sales and others	Purchase of raw materials /merchandises	Acquisition of property, plant and equipment and intangible assets	Others
Entity with a significant influence over the Group				
LG Corp.	-	-	-	31,044
Associates and joint ventures				
SEETEC Co., Ltd.	9,147	58,921	17	45,204
TECWIN Co., Ltd.	-	138	1,730	44
HL Greenpower Co., Ltd.	116,217	324	-	-
Others	4	-	-	1,350
Other related parties				
LG MMA Corporation	41,128	107,017	-	3,094
SERVEONE and its subsidiaries	7,206	241,546	98,634	141,859
LG CNS Co., Ltd. and its subsidiaries	8,961	292	46,780	33,283
Others	6	-	-	6,219
Others				
LG Display Co., Ltd. and its subsidiaries	649,891	-	-	12
LG Electronics Inc. and its subsidiaries	477,203	122,640	63,704	9,085
LG International Corp. and its subsidiaries	157,935	242,645	167	175,120
LG Hausys, Ltd. and its subsidiaries	107,551	4,700	-	3,849
Others	13,610	14,417	362	3,888
Total	1,588,859	792,640	211,394	454,051

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Balances of receivables and payables arising from sales and purchases of goods and services with related parties as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	June 30, 2018			
	Receivables			
	Trade receivables and others	Loan receivables	Other receivables	Total
Entity with a significant influence over the Group				
LG Corp.	-	-	11,279	11,279
Associates and joint ventures				
SEETEC Co., Ltd.	1,564	-	260	1,824
TECWIN Co., Ltd.	-	-	-	-
HL Greenpower Co., Ltd.	87,235	-	-	87,235
Others	-	-	832	832
Other related parties				
LG MMA Corporation	10,295	-	374	10,669
SERVEONE and its subsidiaries	1,575	-	27,948	29,523
LG CNS Co., Ltd. and its subsidiaries	17,095	-	-	17,095
Others	-	-	4,900	4,900
Others				
LG Display Co., Ltd. and its subsidiaries	198,785	-	1,753	200,538
LG Electronics Inc. and its subsidiaries	191,303	-	24,446	215,749
LG International Corp. and its subsidiaries	38,915	-	711	39,626
LG Hausys, Ltd. and its subsidiaries	41,691	-	175	41,866
Others	1,913	-	1,279	3,192
Total	590,371	-	73,957	664,328

(in millions of Korean won)	June 30, 2018			
	Payables			
	Trade payables	Borrowings	Other payables	Total
Entity with a significant influence over the Group				
LG Corp.	-	-	7,468	7,468
Associates and joint ventures				
SEETEC Co., Ltd.	11,782	-	10,555	22,337
TECWIN Co., Ltd.	-	-	798	798
HL Greenpower Co., Ltd.	-	-	-	-
Others	-	-	126	126
Other related parties				
LG MMA Corporation	19,901	-	-	19,901
SERVEONE and its subsidiaries	102,477	-	229,107	331,584
LG CNS Co., Ltd. and its subsidiaries	2,679	-	106,596	109,275
Others	-	-	576	576
Others				
LG Display Co., Ltd. and its subsidiaries	152	-	-	152
LG Electronics Inc. and its subsidiaries	173,792	-	106,558	280,350
LG International Corp. and its subsidiaries	18,394	-	54,652	73,046
LG Hausys, Ltd. and its subsidiaries	1,654	-	1,295	2,949
Others	1,987	-	6,334	8,321
Total	332,818	-	524,065	856,883

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(in millions of Korean won)

	December 31, 2017			
	Receivables			
	Trade receivables and others	Loan receivables	Other receivables	Total
Entity with a significant influence over the Group				
LG Corp.	-	-	9,183	9,183
Associates and joint ventures				
SEETEC Co., Ltd.	1,752	-	279	2,031
TECWIN Co., Ltd.	-	-	-	-
HL Greenpower Co., Ltd.	60,726	-	-	60,726
Others	16	-	-	16
Other related parties				
LG MMA Corporation	8,663	-	482	9,145
SERVEONE and its subsidiaries	2,893	-	27,948	30,841
LG CNS Co., Ltd. and its subsidiaries	20,209	-	-	20,209
Others	-	-	4,873	4,873
Others				
LG Display Co., Ltd. and its subsidiaries	240,427	-	6,057	246,484
LG Electronics Inc. and its subsidiaries	287,566	-	46,116	333,682
LG International Corp. and its subsidiaries	48,332	-	891	49,223
LG Hausys, Ltd. and its subsidiaries	40,089	-	92	40,181
Others	318	-	398	716
Total	710,991	-	96,319	807,310

(in millions of Korean won)

	December 31, 2017			
	Payables			
	Trade payables	Borrowings	Other payables	Total
Entity with a significant influence over the Group				
LG Corp.	-	-	7,897	7,897
Associates and joint ventures				
SEETEC Co., Ltd.	10,698	-	10,759	21,457
TECWIN Co., Ltd.	-	-	2,195	2,195
HL Greenpower Co., Ltd.	-	-	-	-
Others	-	-	-	-
Other related parties				
LG MMA Corporation	19,140	-	-	19,140
SERVEONE and its subsidiaries	12,630	-	442,860	455,490
LG CNS Co., Ltd. and its subsidiaries	994	-	116,422	117,416
Others	-	-	557	557
Others				
LG Display Co., Ltd. and its subsidiaries	-	-	8,660	8,660
LG Electronics Inc. and its subsidiaries	114,892	-	127,946	242,838
LG International Corp. and its subsidiaries	35,962	-	40,581	76,543
LG Hausys, Ltd. and its subsidiaries	3,409	-	1,811	5,220
Others	2,151	-	5,779	7,930
Total	199,876	-	765,467	965,343

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Fund transactions with related parties for the six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018		2017	
	Equity contributions in cash (capital reduction)	Loan (Repayment)	Equity contributions in cash (capital reduction)	Loan (Repayment)
Associates and joint ventures				
FJ Composite Materials Co., Ltd.	-	-	3,015	-
WUXI CL New Energy Technology Ltd.	559	-	1,178	-
LG Fuel Cell Systems Inc.	-	-	24,527	(9,584)
Combustion Synthesis Co., Ltd.	1,503	-	-	-
Total	2,062	-	28,720	(9,584)

Dividends received from related parties for the six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018	2017
Associates and joint ventures		
SEETEC Co., Ltd.	10,000	10,000
LG VINA Chemical Co.,Ltd.	810	846
Total	10,810	10,846

Dividends paid to related parties for the six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018	2017
Entity with a significant influence over the Group		
LG Corp.	141,205	111,097
Total	141,205	111,097

Compensation for key management of the Group for the six-month periods ended June 30, 2018 and 2017, consists of:

(in millions of Korean won)	2018	2017
Short-term employee benefits	37,580	39,375
Post-employment benefits	2,954	1,737
Total	40,534	41,112

Key management includes directors and audit committee members having duties and responsibilities over planning, operations and controlling of the Group's business activities.

There are no provisions recognized against receivables from related parties as at June 30, 2018.

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As at June 30, 2018, there is no payment guarantees provided by the Group for related parties.

32. Cash Generated from Operations

Reconciliation between profit before income tax and cash generated from operations for the six-month periods ended June 30, 2018 and 2017, is as follows:

(in millions of Korean won)	**2018**	**2017**
Profit before income tax	1,297,448	1,427,895
Adjustments for:		
Depreciation	666,140	659,003
Amortization	52,940	43,986
Post-employment benefits	74,870	69,521
Finance income	(146,568)	(85,793)
Finance costs	185,071	78,853
Foreign exchange differences	(256)	(71,632)
Loss on valuation of inventories	(2,701)	(10,494)
Gain on disposal of property, plant and equipment	(3,019)	(1,632)
Gain on disposal of intangible assets	(2)	(4,867)
Loss on disposal of property, plant and equipment	17,061	26,107
Loss on disposal of intangible assets	77	1,807
Impairment loss on property, plant and equipment	16,385	12,869
Reversal of impairment loss on property, plant and equipment	(310)	-
Impairment loss on intangible assets	1,704	4,272
Gain on disposal of investments in associates	-	(1,952)
Additions to provisions	99,060	93,255
Other expense	9,602	265
Increase in inventories	(558,770)	(11,860)
Increase in trade receivables	(548,007)	(553,662)
Decrease (increase) in other receivables	47,265	(1,647)
Decrease (increase) in other current assets	4,366	(53,172)
Increase in settlement of derivatives	-	(2,114)
Increase (decrease) in trade payables	30,518	(141,797)
Decrease in other payables	(373,341)	(41,059)
Increase (decrease) in other current liabilities	(204,929)	43,672
Decrease in net defined benefit liabilities	(9,374)	(6,421)
Decrease in provisions	(60,255)	(32,100)
Other cash flows from operations	(2,909)	1,573
Cash generated from operations	592,066	1,442,876

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Changes in liabilities arising from financial activities for the six-month period ended June 30, 2018, are as follows:

(in millions of Korean won)	2018						
	At January 1, 2018	Cash flows from financing activities	Exchange differences	Amortization (transfer)	Reclassification of current portion	Effect of change in exchange rate	At June 30, 2018
Short-term borrowings	1,451,324	266,318	10,497	-	130,796	40,167	1,903,102
Long-term borrowings	546,322	72,908	15,153	-	(130,796)	(19,199)	480,388
Debentures	1,047,303	1,657,645	4,253	1,186	-	20,124	2,730,511
Conversion rights	-	2,532	(1,998)	-	-	-	534
Total	3,044,949	1,999,403	27,905	1,186	-	41,092	5,114,535

The significant non-cash transactions for the six-month periods ended June 30, 2018 and 2017, are as follows:

(in millions of Korean won)	2018	2017
Transfer of construction-in-progress	1,231,548	529,146
Transfer of machinery-in-transit	34,614	38,006
Reclassification of long-term borrowings into current portion	187,400	372,111
Reclassification of asset held for sale	-	3,405
Acquisition of an entity by means of the issuance of equity instruments	-	1,138,593

33. Segment Information

General information about the Group's reportable segments is as follows:

Segment	Products or services	Major customers
Basic materials & Chemicals	ABS, PC, EP, PE, PP, Acrylic, Alcohol, SAP, PVC, Synthetic rubber, Special resin, BPA, Ethylene, Propylene and others	LG Electronics Inc., OCI Company Co. Ltd., Mitsubishi Corp. and others
Energy solutions	Mobile batteries, Automotive batteries, Electricity storage batteries and others	Hewlett-Packard Co., General Motors Corp., and others
IT & Electronic materials and Advanced materials[1]	Polarizers, 3D FPR, LCD Photoresist, OLED materials, Battery materials and others	LG Display Co., Ltd., Samsung Display Co., Ltd., BOE, AUO and others
Life sciences[2]	Growth hormone, Vaccine, Antidiabetic, agricultural chemicals and others	HUADONG NINGBO, UNICEF, Intervet and others
Common and others	Crop protection products, Seeds, Fertilizers, General management, sales and R&D and others	National Agriculture Cooperative Federation and others

[1] The Group presents IT & Electronic materials and Advanced materials as Advanced materials business has been included in IT & Electronic materials since 2017. The comparative

information was restated to reflect such changes.

[2] Life Sciences segment was disclosed separately as LG Life Sciences, Ltd. was merged into the Parent Company on January 1, 2017.

The segment information on revenue, profit and loss for the six-month periods ended June 30, 2018 and 2017, is as follows:

(in millions of Korean won)	2018					
	Basic materials & Chemicals	**Energy solutions**	**IT & Electronic materials and Advanced materials**	**Life sciences**	**Common and others[3]**	**Total**
Total segment revenue	9,030,264	2,738,466	1,523,876	282,066	408,610	13,983,282
Inter-segment revenue	133,978	1	241,630	1,713	517	377,839
Revenue from external customers[1]	8,896,286	2,738,465	1,282,246	280,353	408,093	13,605,443
Operating profit (loss) [2]	1,341,403	29,047	(31,597)	22,819	(7,540)	1,354,132

(in millions of Korean won)	2017					
	Basic materials & Chemicals	**Energy solutions**	**IT & Electronic materials and Advanced materials**	**Life sciences**	**Common and others[3]**	**Total**
Total segment revenue	8,813,848	2,119,164	1,475,236	264,660	440,024	13,112,932
Inter-segment revenue	88,996	-	148,901	1,050	5,255	244,202
Revenue from external customers[1]	8,724,852	2,119,164	1,326,335	263,610	434,769	12,868,730
Operating profit (loss) [2]	1,419,233	(2,894)	52,763	39,469	15,207	1,523,778

[1] Revenue from external customers consists of sales of goods. Interest income and dividend income are included in finance income.
[2] Management assesses the performance of the operating segments based on a measurement of operating profit of segment.
[3] Common and other segments include operating segments not qualifying as a reportable segment, supporting divisions as well as R&D divisions.

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The segment information on assets and liabilities as at June 30, 2018 and December 31, 2017, is as follows:

(in millions of Korean won)	June 30, 2018					
	Basic materials & Chemicals	**Energy solutions**	**IT & Electronic materials and Advanced materials**	**Life sciences**	**Common and others**	**Total**
Reportable segment asset[1]	9,941,806	6,626,978	3,591,821	1,833,169	5,405,508	27,399,282
Investments in associates and joint ventures	2,693	20,144	-	17	233,832	256,686
Reportable segment liability[1]	2,859,358	3,193,659	792,643	171,813	3,373,135	10,390,608

(in millions of Korean won)	December 31, 2017					
	Basic materials & Chemicals	**Energy solutions**	**IT & Electronic materials and Advanced materials**	**Life sciences**	**Common and others**	**Total**
Reportable segment asset[1]	9,307,132	5,460,448	3,503,330	1,809,248	4,961,063	25,041,221
Investments in associates and joint ventures	4,057	21,242	-	17	238,780	264,096
Reportable segment liability[1]	3,317,393	2,176,990	731,585	427,667	2,049,009	8,702,644

[1] Assets and liabilities are measured in a manner consistent with those in the financial statements, and allocated on the basis of segment operation.

The external sales and non-current assets by geographical segments from continuing operations for the six-month periods ended June 30, 2018 and 2017, and as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	Sales		Non-current assets[1]	
	2018	**2017**	**June 30, 2018**	**December 31, 2017**
Korea[2]	4,429,468	4,275,362	11,019,415	10,618,989
China	4,464,091	4,257,396	2,227,858	1,887,324
Asia	2,394,528	2,412,192	38,264	31,671
America	784,228	717,567	321,390	235,481
Europe	1,355,101	1,031,754	329,815	262,199
Others	178,027	174,459	-	-
Total	13,605,443	12,868,730	13,936,742	13,035,664

[1] Represents aggregate amount of property, plant and equipment, intangible assets and investment properties.

[2] Domestic sales include the exports made through local letters of credit.

There is no single external customer that contributes over 10% of the Group's revenue for the six-month periods ended June 30, 2018 and 2017.

34. Business Combination

In order to enhance future-oriented business portfolio and leap into a global player of red bio industry by enlarging investment in long-term and stable new drugs development, the Parent Company merged LG Life Sciences, Ltd. on January 1, 2017.

Goodwill of ₩ 686,229 million arising from the acquisition is attributable to sales increase expected from combining the operations of the Group and Life Sciences business. Goodwill recognized through the business combination is not deductible for income tax purpose.

The following table summarizes the consideration paid for business combination, the fair value of assets acquired and liabilities assumed at the acquisition date:

(in millions of Korean won)	**Amount**
Consideration	
Equity securities (Ordinary 4,321,243 shares, Preferred 59,879 shares)[1]	1,138,593
Total consideration	1,138,593
Recognized amounts of identifiable assets acquired and liabilities assumed	
Cash and cash equivalents	43,832
Trade and other (non-current) receivables	112,703
Inventories	123,083
Property, plant and equipment	493,321
Intangible assets	273,550
Other assets	8,315
Trade payables	(38,736)
Borrowings	(729,745)
Provisions	(6,053)
Net defined benefit liabilities	(11,922)
Other liabilities	(153,195)
Treasury shares (Ordinary 1,284,891 shares, Preferred 10,328 shares)[1]	337,211
Fair value of identifiable net assets	452,364
Goodwill	686,229
Total	1,138,593

[1] The fair value of ordinary shares, preferred shares and treasury shares acquired were based on the market price at the acquisition date.

With regard to the above business combination, share issuance cost of ₩ 73 million was deducted from equity.

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35. Assets Held for sale

The Group decided to dispose of Electrolyte business, 2CCL business and others upon the approval of management in February 2016 and January 2017, respectively. The related assets were reclassified as assets held for sale, and the disposal is expected to be completed in 2018. Assets and liabilities of Research Institute and FarmHwaong Co., Ltd., which were acquired during the course of the business combination of FarmHannong Co., Ltd., are also included. The assets and liabilities of Electrolyte business was completely disposed during this period, and the assets and liabilities of 2CCL business and others are expected to be disposed in 2018.

Details of assets and liabilities of disposal group classified as held for sale as at June 30, 2018 and December 31, 2017, are as follows:

(in millions of Korean won)	**June 30, 2018**	**December 31, 2017**
Assets of disposal group		
Property, plant and equipment	3,178	5,486
Intangible assets	358	358
Other receivables and others	732	751
Total	4,268	6,595
Liabilities of disposal group		
Other payables and others	30	31
Total	30	31

Assets of the disposal group were measured at fair value immediately before the initial classification of the assets as held for sale and the related other non-operating expenses (income) for the six-month periods ended June 30, 2018 and 2017, is as follows:

(in millions of Korean won)	**2018**	**2017**
Impairment loss on property, plant and equipment	-	10,382
Impairment loss on intangible assets	-	4
Total	-	10,386

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EXHIBIT
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2015 WL 2412467
Only the Westlaw citation is currently available.
United States District Court, W.D. North Carolina, Charlotte Division.

CELGARD, LLC, Plaintiff,
v.
LG CHEM, LTD., and LG Chem America, Inc., Defendants.

No. 3:14–cv–00043–MOC–DCK.
|
Signed May 21, 2015.

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ORDER

MAX O. COGBURN, JR., District Judge.

***1 THIS MATTER** is before the court on Plaintiff's "Objections to Magistrate Judge's Order Granting Defendants' Alternative Motion to Transfer Venue" (Document No. 266), the associated response (Document No. 269), and the supplemental briefs allowed by the court (Document Nos. 275–1; 278). The court heard oral argument on the objections on April 8, 2015. Also before the court are Defendants' "Motion To Dismiss Counts III, IV, V, VI of Celgard's First Amended Complaint ..." (Document No. 222), Defendants' "Motion To Dismiss Plaintiff's First Amended Complaint For Lack Of Personal Jurisdiction" (Document No. 226), and the associated briefs. Having considered the briefs, the oral arguments of counsel as to the objections, the Magistrate Judge's Order, and the record in this matter, the court enters the following Order.

I. INTRODUCTION

Celgard, LLC ("Plaintiff" or "Celgard") initiated this patent infringement action on January 30, 2014, asserting claims against LG Chem, Ltd. ("LGC") and LG Chem America, Inc. ("LGCAI") (together "LG Chem" or "Defendants") for: (1) direct infringement of U.S. Patent No. 6,432,586; and (2) induced infringement of U.S. Patent No. 6,432,586. (Document No. 1, pp. 10–12). The underlying patent, U.S. Patent No. 6,432,586 (the " '586 patent"), is titled "Separator for a High Energy Rechargeable Lithium Battery," and relates to "separators" used in the construction of high energy rechargeable lithium-ion batteries. *See* (Document No. 1, ¶ 7); (Document No. 1–A, p. 1). Put simply, this technology reduces the likelihood that a battery will fail, catch fire, or experience a short. *See* (Document Nos. 16, p. 4; 1–A, p. 1).

Plaintiff's Amended Complaint generally alleges that LG Chem obtains uncoated polymeric base films from third parties, to which it applies a ceramic coating layer to create battery separators that fall within the scope of the '586 Patent. (Document No. 217, ¶ 51). The separators are then sold by LGC and/or LGCAI to third parties, or used in Defendants' own production of lithium-ion batteries, all allegedly in violation of the '586 Patent. *Id.* at ¶¶ 106–09. Plaintiff alleges that batteries containing infringing separators manufactured by Defendants are used in various consumer electronic devices and electric vehicles that are sold throughout the United States, including North Carolina. *Id.* at ¶¶ 16, 52–53, 106.

A. Factual Background and Relationship Of The Parties

As previously discussed by this court, *see* (Document No. 128), the factual setting of this patent dispute is somewhat unique and, as it relates to the contested issue of personal jurisdiction, bears repeating here. In contrast to the typical patent litigation in which the parties produce the same or similar product, compete for the same customers, and have

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little or no prior relationship with the opposition, the parties in this case have been involved with each other in the production of lithium ion batteries since 2005. Beginning in 2006 and continuing through 2008, Celgard supplied LGC, on an as-needed purchase order basis, with uncoated base films to be used in the production of lithium-ion batteries for consumer-electronic ("CE") products. (Document No. 18, Declaration of Mitchell Pulwer ("Pulwer Decl."), ¶¶ 4–5; Document No. 217, ¶ 67). In 2008, at LGC's request, the relationship significantly expanded as the parties entered into discussions regarding the prospect of Celgard becoming LGC's exclusive supplier of base film for lithium-ion batteries to be used in electric vehicles ("EVs"). (Pulwer Decl., ¶ 6; Document No. 217, ¶ 17).

***2** As the parties began negotiating the terms of a Long Term Supply Agreement ("LTA") that would solidify their new relationship, LGC notified Celgard that it would need to increase its production capacity to satisfy LGC's supply demands. (Pulwer Decl. ¶ 8). Negotiating the terms of the LTA for Celgard was its Vice President and General Manager Mitch Pulwer. *Id.* at ¶ 1. During these negotiations, Jai Ham, a Vice President of LGC, explained to Pulwer that if Celgard "demonstrated its commitment" to LGC and their new relationship by expanding its production capacity, LGC would enter into the LTA, with Celgard becoming the exclusive supplier of base film for LGC's EV program. *Id.* at ¶ 8. Plaintiff states that in reliance on this representation and in order to meet LGC's supply demands, Celgard began a five-phase expansion project including an expansion to its Charlotte, North Carolina facility and the construction of a new facility in Concord, North Carolina, costing in excess of $300,000,000. *Id.* at ¶ 9; (Document No. 217, ¶ 68–70). LGC stopped purchasing base film for use in CE devices in 2008 in order for Plaintiff to be able to focus exclusively on producing base film for EVs. (Pulwer Decl. ¶ 6).

Despite Celgard's expansion, the parties were unable to reach an agreement on the LTA. According to Celgard, LGC continuously rejected terms to which the parties had previously agreed, made counterproposals that included only minor changes, and requested changes that included terms that it had rejected during previous rounds of negotiations. *Id.* at ¶ 11. The parties were able to agree to a Memorandum of Understanding ("MOU") as a precursor to an LTA. *Id.* at ¶ 13; MOU (Document No. 18–1), p. 2 ("LGC and Celgard understand that this is a non-binding MOU and is made in anticipation of the parties entering into a long-term supply agreement").

Under the MOU, the parties agreed to "work together in a collaborative effort" during the "Collaboration Period," which ran from March 11, 2011, to December 31, 2015. *Id.* at p. 2–3. However, the agreement was non-binding and stated that neither party was bound to enter into a subsequent supply agreement. *Id.* Generally speaking, the MOU includes the following principal terms: (1) that LGC will purchase separators [1] "primarily" from Celgard as long as Celgard is able to supply separators to LGC meeting certain qualifications and "overall program objectives which includes price competitiveness, in the quantity needed"; (2) that "LGC intends to purchase the majority of separator required for each application in which Celgard is qualified as long as the Celgard separator" meets the above conditions; and (3) that LGC will give "priority" to Celgard separators in any new application for the electric drive vehicle ("EDV") and energy storage system ("ESS") markets. *Id.*

Following the execution of the MOU in 2011, the parties' relationship began to sour over price and quantity disputes. According to Celgard, between 2009 and July 2013, LGC purchased substantially all of its base film requirements for the EV industry from Celgard. (Pulwer Decl., ¶ 19). In November of 2012, LGC demanded that Celgard significantly reduce its prices and threatened to use other base film suppliers should Celgard refuse. *Id.* at ¶ 21. Believing that LGC's price demands were contrary to past negotiations and course of dealings, Celgard refused to lower its prices. *Id.* at ¶ 23. After that, the parties' relationship spiraled downward. In June 2013, LGC gave notice that Celgard was being phased out of the EV program beginning in September 2013, with Celgard being completely out by April 2014. *Id.* at ¶ 25. Celgard filled all outstanding orders but stopped taking additional purchase orders from LGC. *Id.* at ¶ 26. Its final shipment of base film material to LGC was in July 2013. (Document No. 80 ("Paulus Decl."), ¶ 7). Celgard filed this suit in January 2014, bringing the above-mentioned claims for patent infringement.

B. Procedural History

***3** Approximately one month after filing the original complaint in this matter, on March 5, 2014, Plaintiff filed a "Motion For Preliminary Injunction." (Document No.

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15). On March 19, 2014, Defendants filed a "Motion To Dismiss Plaintiff's Complaint For Lack Of Personal Jurisdiction" (Document No. 30). On April 7, 2014, Plaintiff filed an "Alternative Motion For Jurisdictional Discovery." (Document No. 58). On April 23, 2014, Defendants filed an "Alternative Motion To Transfer Venue To The Eastern District Of Michigan." (Document No. 71). On May 14, 2014, the undersigned held a hearing on the aforementioned motions, during which the court primarily considered arguments on the issues of personal jurisdiction and a preliminary injunction.

The undersigned issued an "Order" (Document No. 128) on July 18, 2014, granting Plaintiff's "Motion For Preliminary Injunction" (Document No. 15) and Plaintiff's "Alternative Motion For Jurisdictional Discovery" (Document No. 58), and directing that "The LG Chem Defendants' Motion To Dismiss Plaintiff's Complaint For Lack Of Personal Jurisdiction" (Document No. 30) and "The LG Chem Defendants' Alternative Motion To Transfer Venue To The Eastern District Of Michigan" (Document No. 71) be referred to Magistrate Judge Keesler for consideration after jurisdictional discovery. The Order also discussed the factual setting, the history of the parties' business transactions, the relationship of the parties to North Carolina, and the appropriateness of jurisdictional discovery. (Document No. 128, at p. 2–6). Judge Keesler issued an "Order" (Document No. 139) on July 21, 2014, setting limits and deadlines for jurisdictional discovery. Also on July 21, 2014, Defendants filed a "Notice of Appeal" as to the Order granting the Preliminary Injunction. (Document No. 150). On July 22, 2014, the undersigned issued an Order, (Document No. 160), granting Defendants' "Motion to Stay Preliminary Injunction Pending Appeal." On August 13, 2014, the undersigned entered an Order, (Document No. 188), denying Plaintiff's Motion for Reconsideration of the Order Granting LG Chem's Motion to Stay. (Document No. 165). On August 15, 2014, Plaintiff filed a "Notice of Appeal" (Document No. 191) as to the Order granting Defendants' Motion to Stay, and from the Order denying Plaintiff's Motion for Reconsideration. Both appeals are currently before the Court of Appeals for the Federal Circuit. *See Celgard, LLC v. LG Chem, Ltd .,* No. 14–01675, (Fed.Cir.2014).

On August 26, 2014, Judge Keesler issued an "Order And Memorandum And Recommendation" (Document No. 204) allowing Plaintiff to file an Amended Complaint incorporating the results of jurisdictional discovery, and recommending that the pending motions to dismiss and transfer (Document Nos. 30 and 71) be denied as moot.

Plaintiff filed its "First Amended Complaint" (Document No. 217) on September 5, 2014. The Amended Complaint re-asserts claims for direct infringement and induced infringement of the '586 Patent by both Defendants. Plaintiff alleges that after the parties' business relationship went sour, "Defendants walked away from their prior commitments and chose to purchase, coat and sell infringing ceramic coated separator with base film from other suppliers, despite their knowledge that these actions infringed on Celgard's exclusive patent rights." (Document No. 217, ¶ 1). The Amended Complaint also adds claims against LGC (only) for: unfair and deceptive trade practices; breach of contract; breach of the implied covenant of good faith and fair dealing; and, in the alternative, unjust enrichment. *Id.* at ¶¶ 115–143. The new claims against LGC relate to Plaintiff's role as a supplier of separator base film for lithium-ion batteries manufactured by LGC for EVs. *Id.* at ¶ 1. Plaintiff's additional counts contend that LGC is liable for its "repeated false promises to use Celgard as its exclusive and/or primary long-term supplier of base film for the electric vehicle industry." *Id.* ¶ 116.

***4** On September 29, 2014, Defendants filed: (1) "Motion To Dismiss Counts III, IV, V, VI, Celgard's First Amended Complaint ..." (Document No. 222); (2) "Motion To Dismiss Plaintiff's First Amended Complaint For Lack Of Personal Jurisdiction" (Document No. 226); and (3) "Alternative Motion To Transfer Venue To The Eastern District Of Michigan In Whole Or In Part." (Document No. 230). On February 18, 2015, Judge Keesler issued an Order (Document No. 262) granting Defendants' "Alternative Motion to Transfer." In this Order, Judge Keesler declined to address the merits of, or make any recommendations regarding, the two Motions to Dismiss. In doing so, Judge Keesler cited, among other authority, *BSN Medical, Inc. v. American Medical Products,* LLC, 3:11cv092–GCM–DSC, 2012 WL 171269, at *2 (W.D.N.C. Jan.20, 2012), wherein another magistrate judge in this district granted an alternative motion to transfer without reaching the merits of the motion to dismiss. Plaintiff has timely objected to Judge Keesler's Order pursuant to 28 U.S.C. § 636(b) and Fed.R.Civ.P. 72(a). Defendants

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have responded to such objections and the matter is now ripe for review.

II. ALTERNATIVE MOTION TO TRANSFER

A. Standard of Review

When a magistrate judge issues an order on a non-dispositive matter, "[t]he district judge in the case must consider timely objections and modify or set aside any part of the order that is clearly erroneous or is contrary to law." Fed.R.Civ.P. 72(a). *See also* 28 U.S.C. § 636(B)(1)(A) ("A judge of the court may reconsider any pretrial matter under this subparagraph (A) where it has been shown that the magistrate judge's order is clearly erroneous or contrary to law."). In engaging in such review, a finding is " 'clearly erroneous' when, although there is evidence to support it, the reviewing court ... is left with the definite and firm conviction that a mistake has been committed." *High Voltage Beverages, L.L.C. v. Coca–Cola Co.,* No. 3:08–CV–367, 2010 WL 2342458, at *1 (W.D.N.C. June 8, 2010) (citing *Walton v. Johnson,* 440 F.3d 160, 173–74 (4th Cir.2006)). A magistrate judge's order is "contrary to law" where he "failed to apply or misapplied statutes, case law, or procedural rules." *Id.* (citing *Miceli v. KBRG of Statesville, L.L.C.,* No. 5:05–CV–265–V, 2008 WL 2945451, at *1 (W.D.N.C. July 24, 2008)).

B. Discussion of Plaintiff's Objections

1. Standing Order Regarding Magistrate Judge Referrals

This court's "Standing Order" regarding referrals to Magistrate Judges in this District, No. 3:11–mc–25–MOC (W.D.N.C., Mar. 16, 2011) provides, in relevant part:

> pursuant to 28, United States Code, Section 636(b) and Local Civil Rule 72.1, in civil and miscellaneous cases, magistrate judges shall be specifically referred the following duties:
>
> ...
>
> to dispose of non-dispositive civil motions, including but not limited to motions for ... transfer to another division or district ... Where a non-dispositive motion is pled in the alternative to a dispositive motion, a Memorandum and Recommendation will be entered as to both motions.

***5** *Id.* Plaintiff's first objection centers on the argument that because Judge Keesler issued an order on a non-dispositive motion (to transfer) without addressing the merits of the two dispositive motions (to dismiss) through a Memorandum and Recommendation, Judge Keesler violated this Court's Standing Order and thus is contrary to law. Plaintiff argues that the proper remedy for this error is to require Judge Keesler to issue a Memorandum and Recommendation for each of the dispositive motions, as well as the non-dispositive alternative motion.

As discussed at the hearing, the undersigned regards the Standing Order as an in-house policy for chambers to follow in an attempt to efficiently resolve the merits of motions and move the docket along. While the court always finds it helpful to have recommendations on legal issues from the magistrate judges of this district, a magistrate judge's failure to comply with the procedures of the Standing Order does not constitute grounds for overturning his decision. The court will therefore overrule Plaintiff's objection as to Judge Keesler's non-compliance with the Standing Order.

The court finds in this situation, however, that the merits of the dispositive motions have a significant bearing on the resolution of the alternative motion to transfer. In light of the fact that the uncertainty of the jurisdictional issue was a significant reason for Judge Keesler's Order transferring venue, *see* (Document No. 262, pp. 7–9), the court finds that the proper course of action here would have been to address the issue of personal jurisdiction (raised in the dispositive Motion to Dismiss for Lack of Jurisdiction) simultaneously with the issue of transfer. The court will therefore address both of the dispositive motions along with the objections to the Order transferring venue.

2. Transfer of Venue

i. *Legal Standards*

28 U.S.C. § 1404(a) provides: "For the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought or to any district or division to which all parties have consented." *Id.* 28 U.S.C. §

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1400(b), which specifically governs venue in patent actions, provides, "[a]ny civil action for patent infringement may be brought in the judicial district where the defendant resides, or where the defendant has committed acts of infringement and has a regular and established place of business." *Id.* A motion to transfer pursuant to § 1404(a) in a patent case requires application of the law of the regional circuit. *In re Link_A_Media Devices Corp.,* 662 F.3d 1221, 1222–23 (Fed.Cir.2011).

Upon a motion to transfer, the moving party carries a heavy burden. *Duke Energy Florida, Inc. v. Westinghouse Elec. Co.,* No. 3:14–CV–00141–MOC, 2014 WL 2572960, at *5 (W.D.N.C. June 9, 2014) (citing *Datasouth Computer Corp. v. Three Dimensional Technologies, Inc.,* 719 F.Supp. 446, 451 (W.D.N.C.1989)). A court's decision to grant a motion to transfer venue under 28 U.S.C. § 1404(a) is largely discretionary. *3A Composites USA, Inc. v. United Indus., Inc.,* No. 5:13CV83–RLV, 2014 WL 1471075, at *1 (W.D.N.C. Apr.15, 2014) (citing *Landers v. Dawson Const. Plant Ltd.,* 201 F.3d 436, 1999 WL 991419, *2 (4th Cir.1999)). In exercising such discretion, the court applies a balancing test and considers various factors in deciding whether transfer is appropriate. *Jim Crockett Promotions, Inc. v. Action Media Grp., Inc.,* 751 F.Supp. 93 (W.D.N.C.1990). The factors to be considered include:

***6** 1. The plaintiff's initial choice of forum;

2. The residence of the parties;

3. The relative ease of access of proof;

4. The availability of compulsory process for attendance of witnesses and the costs of obtaining attendance of willing witnesses;

5. The possibility of a view by the jury;

6. The enforceability of a judgment, if obtained;

7. The relative advantages and obstacles to a fair trial;

8. Other practical problems that make a trial easy, expeditious, and inexpensive;

9. The administrative difficulties of court congestion;

10. The interest in having localized controversies settled at home and the appropriateness in having the trial of a diversity case in a forum that is at home with state law that must govern the action; and

11. The avoidance of unnecessary problems with conflict of laws.

Id. "The above factors fall into three categories: (1) factors that favor neither party, (2) factors that favor Defendant, and (3) factors that favor Plaintiff." *Cohen v. ZL Technologies, Inc.,* No. 3:14–CV–00377–FDW, 2015 WL 93732, at *2 (W.D.N.C. Jan.7, 2015) (citing Crockett, 751 F.Supp. at 98). The court must analyze the eleven factors based on quality, not just quantity. *Id* . (citing Crockett, 751 F.Supp. at 96). In most cases, the plaintiff's choice of forum should be given significant weight, and should not be disturbed unless the balance is strongly in favor of transfer. *Collins v. Straight, Inc.,* 748 F.2d 916, 921 (4th Cir .1984) (citing *Gulf Oil Corp. v. Gilbert,* 330 U.S. 501, 508, 67 S.Ct. 839, 91 L.Ed. 1055 (1947)). A motion should not be granted if transfer "would merely shift the inconvenience from the defendant to the plaintiff, or if the equities lean but slightly in favor of the movant after all factors are considered." *Jim Crockett Promotions, Inc. v. Action Media Grp., Inc.,* 751 F.Supp. 93, 95 (W.D.N.C.1990).

On a motion to transfer, the facts as alleged in the complaint are accepted as true and all reasonable inferences are drawn in the plaintiff's favor. *Century Furniture, LLC v. C & C Imps., Inc.,* No. 1:07cv179, 2007 WL 2712955, at *2 (W.D.N.C. Sept.14, 2007).

As noted by Judge Keesler, "While a court typically decides the question of personal jurisdiction over a defendant before considering venue, the Supreme Court has held that 'when there is a sound prudential justification for doing so, ... a court may reverse the normal order of considering personal jurisdiction and venue.' " *BSN Medical, Inc. v. American Medical Products, LLC,* 3:11cv092–GCM–DSC, 2012 WL 171269, at *2 (W.D.N.C. Jan.20, 2012) (citing *Leroy v. Great W. United Corp.,* 443 U.S. 173, 180, 99 S.Ct. 2710, 61 L.Ed.2d 464 (1979)). "A court need not have personal jurisdiction over a defendant to transfer a case pursuant to 28 U.S.C. §§ 1404(a) or 1406(a)." *Id.*

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ii. *The Magistrate Judge's Order*

Judge Keesler found good cause to allow Defendants' motion to transfer to the Eastern District of Michigan and, citing *BSN Medical,* declined to make any recommendation as to the pending dispositive motions, including the motion pertaining to personal jurisdiction. Judge Keesler found that the question of personal jurisdiction over Defendants in North Carolina presented a "close call upon which reasonable minds could differ," and that the issue remained uncertain even after a round of briefing, oral arguments, and a jurisdictional discovery period prior to the filing of an Amended Complaint and renewed motions. (Document No. 262, p. 7). Judge Keesler also noted that this court recently rejected many of the same jurisdictional arguments that Plaintiff made in this case in a different patent infringement lawsuit filed by Plaintiff against a different defendant. *See* (Document No. 262, p. 7) (citing *Celgard, LLC v. SK Innovation, Co., Ltd.,* 3:13cv254–MOC–DSC, 2014 WL 5430993 (W.D.N.C. Aug.29, 2014)). He noted that he found it doubtful that this court has personal jurisdiction over both Defendants with regard to all the claims asserted against them, but that Defendants admit to jurisdiction in Michigan.[2] *Id.*

***7** In making the decision to grant transfer in light of what he found to be "doubtful" jurisdiction over both Defendants in North Carolina and Defendants' concessions that they are subject to jurisdiction in Michigan, Judge Keesler cited several decisions from district courts in this circuit doing the same. *See* (Document No. 262, pp. 8–9 (citing *La Casa Real Estate & Inv., LLC v. KB Home of S.C., Inc.,* No. 1:09CV895, 2010 WL 2649867, at *2 (M.D.N.C. June 30, 2010) ("in the interests of convenience, fairness and judicial economy, the Court elects to consider Defendant's Motion to Transfer pursuant to 28 U.S.C. § 1404(a) before reaching any issues related to the Court's jurisdiction."); *Nacco Materials Handling Grp., Inc. v. Lilly Co.,* 2011 WL 2119097, at *4 (E.D.N.C. May 25, 2011) (granting motion to transfer when personal jurisdiction over defendant remained "in serious doubt"); *Waldron v. Atradius Collections, Inc.,* 2010 WL 2367392, at *3 (D.Md. June 9, 2010) ("[T]he constitutional question of personal jurisdiction is a close one upon which reasonable minds could differ. There is no reason to inject such a question into the case unnecessarily."); *Jenkins v. Albuquerque Lonestar Freightliner, LLC,* 464 F.Supp.2d 491, 494 (E.D.N.C.2006) (granting motion to transfer in part because "the absence of personal jurisdiction over the defendant" in the original forum but not the transferee forum is an "impediment to a decision on the merits"); *Tyler v. Gaines Motor Lines, Inc.,* 245 F.Supp.2d 730, 734 (D.Md.2003) (transferring case in interest of justice because the question of personal jurisdiction was a "close one" and "would inject into the case an unnecessary legal issue that would render the entire litigation null and void, if, on appeal, jurisdiction were found to be lacking")). While the court agrees that the issue of personal jurisdiction presents a "close call" in this case, it also believes that the parties deserve a thorough analysis of the dispositive question of personal jurisdiction before this matter is transferred to another district.

iii. *Review of Crockett Analysis*

Plaintiff argues that Judge Keesler's Order should be set aside as clearly erroneous and contrary to law based on his analysis of the *Crockett* factors. Judge Keesler found that five factors —residence of the parties, access to proof, attendance of witnesses, fair trial, and practical problems affecting trial expediency and efficiency—weighed in favor of transfer, while the remaining factors were neutral. (Document No. 262, pp. 9–14). Plaintiff argues that each of these factors, as well as its choice of forum and local resolution factors, weigh against transfer or, at a minimum, are neutral, and that none of the *Crockett* factors weigh in favor of transfer. Judge Keesler found the following factors to be neutral: the possibility of a view by the jury; the enforceability of a judgment; the relative court congestion between the districts; and the avoidance of conflict of laws. Plaintiff does not challenge the venue order based on these factors and the court will therefore not disturb Judge Keesler's determinations on those factors.

***8** The court is mindful of the discretion to the magistrate judge in analyzing a motion to transfer, *3A Composites USA, Inc. v. United Indus., Inc.,* No. 5:13CV83–RLV, 2014 WL 1471075, at *1 (W.D.N.C. Apr.15, 2014), and will only disturb his decision where clearly erroneous or contrary to law. Fed.R.Civ.P. 72(a); 28 U.S.C. § 636(B)(1)(A). The court will address the objections in turn.

a. Plaintiff's choice of forum

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Judge Keesler found this factor to be neutral; Plaintiff objects to such a finding, arguing that its choice of forum should have weighed more strongly in its favor. Judge Keesler properly noted that although the choice of forum by the Plaintiff is ordinarily given considerable weight, "that weight is diminished when the conduct giving rise to the complaint did not occur in the forum." *See* (Document No. 262, p. 9); *Hames v. Morton Salt, Inc.,* 3:11cv570–MOC–DSC, 2012 WL 1247201, at *2 (W.D.N.C. Apr.13, 2012) (citing *Parham v. Weave Corp.,* 323 F.Supp.2d 670, 674 (M.D.N.C.2004); *Telepharmacy Solutions, Inc. v. Pickpoint Corp.,* 238 F.Supp.2d 741, 743 (E.D.Va.2003); *Lynch v. Vanderhoef Builders,* 237 F.Supp.2d 615, 617 (D.Md.2002)). Plaintiff argues that the "diminished weight" rule only applies where none or essentially none of the conduct giving rise to the action occurred in the plaintiff's chosen forum. *See* *Parham,* 323 F.Supp.2d at 674 ("While the plaintiff's choice of forum is accorded substantial weight, the deference given to the plaintiff's choice is proportionate to the relation between the forum and the cause of action." (citations and internal quotations omitted)); *Speed Trac Technologies, Inc. v. Estes Express Lines, Inc.,* 567 F.Supp.2d 799, 803 (M.D.N.C.2008) (noting that choice of forum "receives less weight ... when (1) the plaintiff chooses a foreign forum, or (2) the cause of action bears little or no relation to the chosen forum.").

Judge Keesler found that while Plaintiff had noted some contacts with North Carolina by Defendant LGC, most of the conduct giving rise to the crux of the amended complaint (the patent infringement claims) as to both Defendants occurred in Korea or Michigan. (Document No. 262, p. 10). Judge Keesler thus applied the "diminished weight" rule upon finding that most of the conduct giving rise to the complaint did not occur in North Carolina. However, as explained above, Plaintiff has alleged, and this court can reasonably infer, that much of the conduct giving rise to Defendants' claims *did* occur in North Carolina. Plaintiff's Amended Complaint alleges that at least some conduct giving rise to the alleged patent infringement occurred in North Carolina, (Document No. 217, ¶ ¶ 10–17), and that all of the conduct forming the basis of its state law claims occurred in North Carolina. *See, e.g. id.* at ¶ ¶ 17–32, 80–82, 101. As alleged in the Amended Complaint, Plaintiff argues that the alleged infringement in this case occurred as a result of the longstanding business relationship of the parties concerning sales of Celgard base film and the ultimate breakdown of such relationship. *See* (Document No. 217, ¶ ¶ 18; 26–28; 49–51). The crux of Plaintiff's argument is that it provided base film to LGC specifically for its use and that when the business relationship went sour, LGC sourced base film from third parties but continued to use Celgard's patented technology without Celgard's permission, which constitutes infringement of the '586 patent. *Id. See also* Pl. Opp. Mot. Transfer (Document No. 243, p. 7) ("Celgard provided LG Chem separator material that Celgard permitted to be ceramic coated pursuant to the patent-in-suit, and the breakdown of this relationship—caused by LG Chem's misconduct—led LG Chem to manufacture and distribute products containing unauthorized separator material, thereby infringing the patent-in-suit.").

***9** Here, while not *all* of the conduct giving rise to the claims asserted against Defendants occurred in North Carolina, much of it did. *See* Section IV, C. Accordingly, the court finds that it was error for the magistrate judge to apply the "diminished weight" rule and that the general rule that the plaintiff's choice of forum should be accorded substantial weight is applicable. *Collins v. Straight, Inc.,* 748 F.2d 916, 921 (4th Cir.1984). As such, the court finds that the Plaintiff's choice of forum weighs in favor of keeping this action in this district.

b. Residence of the parties

Judge Keesler found that this factor slightly favors transfer; Plaintiff objects, arguing that because neither party is a resident of Michigan, this factor should have weighed against transfer or been neutral. Plaintiff is a resident of North Carolina. LGC is a corporation with its principal place of business in Seoul, Korea. LGCAI's principal place of business is in New Jersey. Judge Keesler found that because all LGC subsidiaries have outposts in the Eastern District of Michigan, and Defendants contend they are "at home" in Michigan, this factor weighs in favor of transfer.

For purposes of venue, "a corporate defendant resides in any judicial district in which it is subject to personal jurisdiction at the time the action commences." 28 U.S.C. § 1391(c). *See also* *VE Holding Corp. v. Johnson Gas Appliance Co.,* 917 F.2d 1574, 1584 (Fed.Cir.1990) (holding that the language of § 1391(c) applies to § 1400(b)); *Trintec Indus.,*

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Inc. v. Pedre Promotional Products, Inc., 395 F.3d 1275, 1280 (Fed.Cir.2005) ("Venue in a patent action against a corporate defendant exists wherever there is personal jurisdiction.").

Even assuming jurisdiction is proper over both Defendants in Michigan and that they are "residents" within the meaning of the applicable statutes, the disparity in the residencies between Plaintiff and Defendants would make this factor neutral. *See Simpson v. Snyder's of Hanover, Inc.*, No. 1:05–CV–354, 2006 WL 1642227, at *5 (W.D.N.C. June 12, 2006) (affirming magistrate judge's determination that the residence factor was neutral because one party was a resident of the forum and one party was a resident of the proposed venue); *Tracy v. Loram Maint. of Way, Inc.*, No. 5:10–CV–102–RLV, 2011 WL 2791257, at *6 (W.D.N.C. July 14, 2011) ("the Court finds that the residency of the parties is a neutral factor. Plaintiff resides in Catawba County, North Carolina, while Defendant's main place of business is in Minnesota. Regardless of the place of adjudication, one party will benefit to the other's detriment.").

The court finds it was error for the Magistrate Judge to find that residence of the parties favored transfer and finds this factor is, in fact, neutral.

c. Access to evidence

Judge Keesler found that this factor favors transfer; Plaintiff objects and argues that it should have been, at a minimum, neutral. "In patent infringement cases, the bulk of the relevant evidence usually comes from the accused infringer. Consequently, the place where the defendant's documents are kept weighs in favor of transfer to that location." *In re Genentech, Inc.*, 566 F.3d 1338, 1345 (Fed.Cir.2009) (citation omitted). Here, Plaintiffs allege that much of the proof in this case is in North Carolina, including "relevant documents, contracts, and e-mails." (Document No. 243, p. 5). Defendants allege that the bulk of the evidence is likely to come from LGC and its U.S. subsidiaries involved in the lithium battery business and located in Michigan. (Document No. 248, p. 2). Even accepting such argument as true for the patent infringement claims (despite the fact that neither Defendant is headquartered in Michigan), the same cannot be said for all of the state law claims. As such, the court cannot find that the "bulk" of the evidence would be in Michigan, when the documents related to the conduct giving rise to Plaintiff's claims are likely at each party's headquarters—in Korea, New Jersey, and North Carolina. See *MGT Gaming, Inc. v. WMS Gaming, Inc.*, 978 F.Supp.2d 647, 669 (S.D.Miss.2013) ("Presumably, the bulk of the discovery material relating to a corporate party is located at the corporate headquarters.")(citing *In re Acer Am. Corp.*, 626 F.3d 1252, 1256 (Fed.Cir.2010)). The court finds that the magistrate judge erred in finding that this factor favored transfer and finds that given the nature of the claims and the relevant evidence, this factor is neutral.

d. Availability of compulsory process for witnesses and the costs of transporting and obtaining those witnesses

***10** Judge Keesler found that this factor favors transfer; Plaintiff objects. As the parties note, "[t]he convenience of witnesses, particularly nonparty witnesses important to the resolution of the case, is often cited as the most significant factor in ruling on a motion to transfer ... One strong argument against transfer is that the original forum will be the most convenient for the witnesses. And when transfer will better serve the convenience of the witnesses, the motion under Section 1404(a) is more likely to be granted." 15 Charles Alan Wright & Arthur R. Miller, Federal Practice & Procedure § 3851 (4th ed.) (collecting cases).

Here, Plaintiff has identified two witnesses in North Carolina (Document No. 243, pp. 5–6); Defendants have not identified any witnesses. *See* Def. Reply (Document No. 248, p. 3) (stating that "LG Chem's potential witnesses are *likely* numerous ... and none of these potential witnesses are located in North Carolina. In part because of LGCAI's presence in Michigan, witness attendance of both Defendants is far easier in Michigan.") (emphasis added). Judge Keesler found that the facts on this factor are not as developed as he would have hoped, but that to the extent that non-party witnesses existed in this matter (i.e. customers or manufacturers of products that include the allegedly infringing separators), they were more likely to be made available in Michigan. (Document No. 262, p. 11–12). While the court understands the magistrate judge's logic, it simply cannot agree that this factor favors transfer where Defendant has not identified a single witness, let alone one in Michigan. *See Capital One Fin. Corp. v. Drive Fin. Servs., L.P.*, 434 F.Supp.2d 367, 375–76 (E.D.Va.2006) ("The party asserting witness inconvenience has the burden to proffer, by affidavit or otherwise, sufficient details respecting

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the witnesses and their potential testimony to enable the court to assess the materiality of evidence and the degree of inconvenience."); 15 Fed. Prac. & Proc. Juris. § 3851 ("The party seeking the transfer must identify, typically by affidavit, the key witnesses to be called, state their residence, and provide at least a general summary of what their testimony will cover."). The court therefore finds that Judge Keesler's decision on this factor was in error. The court will therefore construe this factor as neutral.

e. Relative advantages and obstacles to a fair trial

Judge Keesler found that this factor slighted favored transfer; Plaintiff objects. In explaining his determination on this factor, Judge Keesler again discussed availability of witnesses as a consideration. (Document No. 262, pp. 12–13). Plaintiff argues that Judge Keesler erroneously "double counted" the witness availability and that he should have considered the "home field advantage" or bias of a trial in Michigan, where Defendants allegedly have the support of large auto-makers. While this court finds no basis for disturbing Judge Keesler's on the issue of "double counting," and agrees with his determination that there is no basis for any clear advantages or obstacles to fair trial in either district, it does find that his reliance on the presence and availability of unidentified witnesses in Michigan was in error. As explained above, the court finds that as Defendants have not identified any witnesses in the state of Michigan, there is no basis for assuming that the presence of such witnesses will offer any advantages to a fair trial. Regarding Plaintiff's arguments as to Defendants' "home field" advantage in Michigan, the argument as to such advantages goes both ways. *See* *Rice v. Bellsouth Adver. & Pub. Corp.*, 240 F.Supp.2d 526, 530 (W.D.N.C.2002). The court therefore finds that this factor is neutral.

f. Practical issues affecting trial expediency and efficiency

***11** Judge Keesler found that this factor slightly favored transfer; Plaintiff objects. Judge Keesler noted that no trial is ever easy, expeditious or inexpensive, and that all trials involve air travel and inconvenience. (Document No. 262, p. 13) (citing *Century Furniture, LLC v. C & C Imps., Inc.*, No. 1:07cv179, 2007 WL 2712955, at *5 (W.D.N.C. Sept.14, 2007)). He further stated that after balancing all evidence to date, this factor slightly favored transfer. The court finds that without more evidence to the contrary, this factor clearly does not favor transfer. In *Century,* wherein the plaintiff brought suit in the Asheville division of this district, the court noted that, "the practical problem is access to the situs of the litigation via air transportation, and the mountains of North Carolina simply are not *easily* accessible when engaged in transcontinental litigation." *Id.* Here, litigation in this district will occur in Charlotte, North Carolina, a city with an international airport that is easily accessible by all parties. Indeed, the court notes that three representatives from Defendants' office in Korea were present in Charlotte for the hour-long oral arguments on the objections at issue, and presumably reached the city via airplane. *See* Hearing Transcript (Document No. 274) at 14:24–15:8. Judge Keesler noted in his order that "travel from Korea or New Jersey to North Carolina or Michigan are roughly equivalent." (Document No. 262, p. 12). In light of the fact that motions to transfer are not to be granted merely to shift the inconvenience from one party to another, *Jim Crockett Promotions, Inc. v. Action Media Grp., Inc.*, 751 F.Supp. 93, 95 (W.D.N.C.1990), and that Judge Keesler appears to have based his determination solely on the inconvenience caused by air travel, the court finds that his determination that this factor weighed in favor of transfer was clearly erroneous. *See* *Rice v. Bellsouth Adver. & Pub. Corp.*, 240 F.Supp.2d 526, 530 (W.D.N.C.2002) ("In either forum, there will be practical problems such as travel and accommodations for the parties and their counsel. This factor is neutral."). The court therefore finds this factor to be neutral.

g. Interest of resolving localized controversies at home and the appropriateness of having the trial of a diversity case in a forum that is at home with the state law that must govern the action

Judge Keesler found this factor to be neutral; Plaintiff objects. On this factor, Judge Keesler found that, particularly with the aid of very able counsel, any district court would be able to apply the laws of North Carolina to the extent necessary, in addition to patent laws. He noted that this case involves claims of national, if not international patent violations. The court finds no error in this determination and overrules Plaintiff's objection that the focus should have been on the "strong interest in resolving issues locally."

C. Conclusion

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***12** In light of the above analysis, the court finds that Judge Keesler clearly erred in weighing several *Crockett* factors, and that the balance of the factors favors maintaining this action in this district. Put another way, the court finds that transfer of this matter "would merely shift the inconvenience from the defendant to the plaintiff," *Jim Crockett Promotions, Inc. v. Action Media Grp., Inc.,* 751 F.Supp. 93, 95 (W.D.N.C.1990), which makes transfer inappropriate. Because the court finds that personal jurisdiction over both Defendants is appropriate in this district, *see* Section IV, and that the balance of factors does not favor transfer, the court will set aside those determinations of the magistrate judge discussed above, and deny Defendants' Alternative Motion to Transfer.

III. DEFENDANTS' MOTION TO DISMISS COUNTS III–VI OF AMENDED COMPLAINT

The court now addresses Defendants' Motion to Dismiss Counts III, IV, V, and VI of Plaintiff's Amended Complaint. (Document No. 222). Defendants claim that Plaintiff has failed to properly plead facts sufficient to claim (1) unfair and deceptive trade practices; (2) breach of contract; (3) breach of the duty of good faith and fair dealing; and (4) unjust enrichment, as required by Fed.R.Civ.P. 12(b)(6).

A. Legal Standards

To survive a Rule 12(b)(6) motion to dismiss, a claimant must allege facts in his complaint that "raise a right to relief above the speculative level." *Bell Atlantic Corp. v. Twombly,* 550 U.S. 544, 555, 127 S.Ct. 1955, 167 L.Ed.2d 929 (2007). "[A] plaintiff's obligation to provide the 'grounds' of his 'entitle[ment] to relief' requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do ..." *Id.* (second alteration in original; citation omitted). A claimant must plead sufficient facts to state a claim for relief that is "plausible on its face." *Id* . at 570. As the Supreme Court elaborated in *Ashcroft v. Iqbal,* 556 U.S. 662, 129 S.Ct. 1937, 173 L.Ed.2d 868 (2009), "[a] claim has facial plausibility when the plaintiff pleads sufficient factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Id.* at 678. This "plausibility standard" requires "more than a sheer possibility that a defendant has acted unlawfully." *Id.* Thus, a complaint falls short of the plausibility standard where a plaintiff pleads "facts that are 'merely consistent with' a defendant's liability...." *Id.* While the court accepts *plausible* factual allegations made in a claim as true and considers those facts in the light most favorable to plaintiff in ruling on a motion to dismiss, a court "need not accept as true unwarranted inferences, unreasonable conclusions, or arguments." *Eastern Shore Mkt.'s Inc. v. J.D. Assoc.'s, LLP,* 213 F.3d 175, 180 (4th Cir.2000).

B. Discussion

1. Unfair and Deceptive Trade Practices

Defendants argue that Plaintiff has failed to plead a proper claim for unfair and deceptive trade practices under N.C. Gen.Stat. § 75–1.1 because the facts alleged do not amount to the aggravating circumstances required for such a claim. The elements of a claim for unfair and deceptive trade practices in violation of N.C. Gen.Stat. § 75–1.1 are: (1) an unfair or deceptive act or practice, or an unfair method of competition, (2) in or affecting commerce, (3) which proximately caused actual injury to the plaintiff or to his business. *Id.;* *Gray v. N. Carolina Ins. Underwriting Ass'n,* 352 N.C. 61, 529 S.E.2d 676, 681 (N.C.2000). Recovery under such a claim "is limited to those situations when a plaintiff can show that plaintiff detrimentally relied upon a statement or misrepresentation and he or she suffered actual injury as a proximate result of defendant's deceptive statement or misrepresentation." *McLamb v. T.P. Inc.,* 173 N.C.App. 586, 619 S.E.2d 577, 582–83 (N.C.App.2005) (internal quotation and citation omitted). A practice is unfair if it "is immoral, unethical, oppressive, unscrupulous, or substantially injurious to customers." *Deerborne Cottages, LLC v. First Bank,* No. 1:11CV178, 2012 WL 1835240, at *5 (W.D.N.C. Apr.9, 2012) *report and recommendation adopted,* No. 1:11CV178, 2012 WL 1836093 (W.D.N.C. May 21, 2012) (citation and internal quotation omitted). A practice is deceptive where it "has the tendency or capacity to deceive." *Id.* A claim for unfair and deceptive trade practices turns on the facts of each case and therefore involves a "highly fact-specific inquiry." *S. Atl.Ltd. P'ship of Tennessee, L.P. v. Riese,* 284 F.3d 518, 535 (4th Cir.2002).

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***13** Here, Plaintiff alleges that LGC: (1) repeatedly promised Celgard that it would make Celgard its exclusive base film supplier for EVs, (2) in order to induce Celgard to increase its production capacity to meet LGC's requirements and provide it with favorable pricing, (3) while at the same time secretly making arrangements to replace Celgard. (Document No. 217 ¶¶ 68–69, 75, 77, 9092, 116.) The Amended Complaint further alleges that despite repeated promises to the contrary, LGC had no intention of entering into an LTA with Celgard, but strung Celgard along in order to ensure that LGC had sufficient supply of base film at discounted prices until LGC was ready to replace Celgard. *Id.* at ¶ 92. Then, LGC allegedly misrepresented to Celgard that the market price for comparable separator material had decreased by over 50% in an attempt to avoid its obligation in the MOU to purchase the majority of separator material from Celgard. *Id.* at ¶¶ 9396, 116. The court finds that such allegations of misrepresentation and false promises fit squarely within the type of conduct that North Carolina courts have found to be in unfair and deceptive. *See, e.g.* *Deerborne Cottages,* 2012 WL 1835240, at *6. ("Put simply, Plaintiffs allege that Defendants ... made affirmative misrepresentations during Plaintiffs' dealings with The Bank of Asheville, and that Plaintiffs relied upon these misrepresentations in going forward with the project. As various courts have held, affirmative misrepresentations such as these can form the basis of an unfair trade practices claim in certain circumstances."). Although whether Plaintiff will prevail on its claim will ultimately depend on the specific facts in this case, the court finds that the allegations of deception and misrepresentation alleged in the Amended Complaint are sufficient to survive dismissal at this stage of the proceedings. The court will therefore deny Defendants' motion as to the unfair and deceptive trade practices claim.

2. Breach of Contract

Defendants argue that Plaintiff's breach of contract claim cannot succeed because Plaintiff has failed to show that the parties entered an enforceable contract. As Defendants correctly note, "[t]he elements of a claim for breach of contract are (1) existence of a valid contract and (2) breach of the terms of that contract." *Poor v. Hill,* 138 N.C.App. 19, 530 S.E.2d 838, 843 (N.C.App.2000). Defendants first argue that the MOU is not a contract because it explicitly states in the second paragraph, "LGC and CELGARD understand that this is a non-binding MOU." *See* MOU (Document No. 18–1 at 1). Here, Plaintiff claims that LGC breached the "Supplier Selection Agreement" contained in the MOU when it failed to purchase separator material primarily from Celgard during the Collaboration period. (Document No. 217, ¶ 127). The MOU states, "[b]oth parties agree that except as is explicitly set forth in this MOU, neither party shall be bound by any discussions or written proposals, letters, memos or charts used or exchanged unless and until a definitive and binding agreement is signed." (MOU at 1). Plaintiff argues that the non-binding language applies only to the parties' intent to enter into a long-term supply agreement, not to their interim obligations during the Collaboration Period. Specifically, Plaintiff notes that the MOU expressly provides that "[n]otwithstanding the foregoing":

***14** • "LGC will purchase separator primarily from CELGARD during the Collaboration Period....;"

• "Initial products to be supplied by Celgard and purchased by LGC are Celgard® trilayer products manufactured to specifications mutually agreeable to both parties;" and

• "LGC also agrees to give priority to qualifying CELGARD separator in any/all new cell applications for the EDV and ESS markets....".

(MOU at 1, ¶¶ 1–3 (emphasis added)). The court finds that Plaintiff has put forth sufficiently plausible allegations of the ambiguity of the document's intentions as to the supply of goods during the collaboration period to render dismissal at the 12(b)(6) stage inappropriate. *See* *Quorum Health Res., LLC v. Hugh Chatham Mem'l Hosp., Inc.,* 552 F.Supp.2d 527, 530 (M.D.N.C.2007) ("If the agreement is ambiguous ... interpretation of the contract is a matter for the jury. Ambiguity exists where the contract's language is reasonably susceptible to either of the interpretations asserted by the parties.") (internal citations and quotations omitted).

Defendants also argue that Plaintiff has failed to show the existence of a valid contract because the language of the MOU does not present definite and certain terms. *See* *Miller v. Rose,* 138 N.C.App. 582, 532 S.E.2d 228, 232 (N.C.App.2000) ("To be enforceable, the terms of a contract must be sufficiently definite and certain, and a contract that leaves material portions open for future agreement is nugatory and void for indefiniteness.") (internal citations and quotations omitted).

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The court finds that Defendants' arguments do not merit dismissal of this claim at this stage in the proceedings. While there are certainly questions as to the validity of the parties' agreement as a contract, the court finds that the language of the MOU states general terms for the parties' agreement, including the applicable time period, a quantity of separator material, price, and quality of goods for sale, that could be interpreted as a valid contract. *See* N.C. Gen.Stat. § 25–2204 (providing: "1) A contract for sale of goods may be made in any manner sufficient to show agreement, including conduct by both parties which recognizes the existence of such a contract ... [and] (3) Even though one or more terms are left open a contract for sale does not fail for indefiniteness if the parties have intended to make a contract and there is a reasonably certain basis for giving an appropriate remedy .").

The court will therefore deny Defendants' motion as to the breach of contract claim.

3. Breach of the Duty of Good Faith and Fair Dealing

Defendants' sole challenge to Plaintiff's claim for breach of the covenant of good faith and fair dealing is premised on a finding that the MOU is not a valid and enforceable contract. Because the court will not dismiss Plaintiff's breach of contract claim at this time for the reasons explained above, it similarly declines to dismiss this claim. See *Recycling Equip., Inc. v. E Recycling Sys. ., LLC,* No. 5:14–CV–00056, 2014 WL 6977766, at *5 (W.D.N.C. Dec.9, 2014) ("The implied covenant of good faith and fair dealing is a part of every contract and is breached where one party to a contract does something that injures the right of the other to receive the benefits of the agreement....Where the claim for breach of good faith is part and parcel of a similar claim for breach of an express term of the contract claim, that claim will rise and fall with the other breach of contract claim.") (internal citations and quotations omitted).

4. Unjust Enrichment

***15** Finally, Defendants argue that Plaintiff's alternative claim for unjust enrichment should be dismissed because the facts alleged are insufficient to state a plausible claim, the claim was not properly pleaded, and the claim is barred by the statute of limitations.

In order to establish a claim for unjust enrichment, a plaintiff must allege: (1) it conferred a measurable benefit on the other party; (2) that party consciously accepted the benefit, and (3) the benefit was not conferred officiously or gratuitously. *Booe v. Shadrick,* 322 N.C. 567, 369 S.E.2d 554, 556 (N.C.1988); *Primerica Life Ins. Co. v. James Massengill & Sons Const. Co.,* 211 N.C.App. 252, 712 S.E.2d 670, 677 (N.C.App.2011). Both parties acknowledge that under North Carolina law, "a claim for unjust enrichment may not be brought in the face of an express contractual relationship between the parties." *Madison River Mgmt. Co. v. Bus. Mgmt. Software Corp.,* 351 F.Supp.2d 436, 446 (M.D.N.C.2005) (citing *Se. Shelter Corp. v. BTU, Inc.,* 154 N.C.App. 321, 572 S.E.2d 200, 206 (N.C.App.2002)). However, in the absence of an express contractual agreement, "A claim of unjust enrichment is an alternative to a claim based on breach of contract ..." *Volumetrics Med. Imaging, Inc. v. ATL Ultrasound, Inc.,* 243 F.Supp.2d 386, 411 (M.D.N.C.2003).

The court fist addresses the wording of Plaintiff's alternative pleading. Defendants argue that Plaintiff's alternative claim for unjust enrichment was pleaded improperly because it incorporated all previous allegations in the Amended Complaint by reference. *See* (Document No. 217, ¶ 137); *Howard v. Carroll Companies, Inc.,* No. 1:12CV146, 2013 WL 3791619, at *12 (M.D.N.C. July 19, 2013) (dismissing claim for unjust enrichment where Plaintiff's claim did "not indicate that this claim was made in the alternative" and incorporated by reference all preceeding allegations, including those alleging the existence of the two contracts); *Deltacom, Inc. v. Budget Telecom, Inc.,* No. 5:10–cv–38, 2011 WL 2036676, at *5–6 (E.D.N.C. May 22, 2011) (declining to construe an unjust enrichment claim as an alterative claim when the complaint alleged the existence of a contractual relationship, defendant admitted to contractual relationship, plaintiff expressly incorporated by reference allegations of a contractual relationship in unjust enrichment claim, and failed to make the claim in the alternative). Here, the court finds no basis to dismiss the claim, phrased as "In the Alternative, Unjust Enrichment Against LG Chem," on the basis of Plaintiff's incorporation by reference of previous allegations because the claim was clearly made in the alternative. *See* (Document No. 217 at ¶¶ 137–38). Where, as here, Defendants deny the existence of a valid contract and Plaintiff

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has clearly stated that it makes its claim in the alternative to the contract claims, the court will allow the claim to proceed at this stage.

Defendant also argues that the facts Plaintiff alleges simply show that it voluntarily took steps to improve production capabilities in the hopes of gaining additional LGC business. The court disagrees with such a characterization of the facts alleged. Here, Plaintiff has alleged that it increased its production capabilities and provided LGC with discounted pricing for base film based on promises by LGC that if Plaintiff did so, Plaintiff would become LGC's long-term, exclusive supplier of separator material for the EV industry. (Document No. 217 at ¶¶ 68, 69, 140). Plaintiff states, quite plausibly, that these benefits were not conferred gratuitously, but instead in direct response to, and in reliance on, LGC's promises. The court therefore finds no reason to dismiss Plaintiff's claim based on Defendants' argument that Plaintiff's actions were gratuitous.

***16** The court has also carefully considered the statute of limitations issue raised by Defendants. A claim for unjust enrichment is subject to a three year statute of limitations period that runs from the date the claim accrues. *Mountain Land Properties, Inc. v. Lovell,* No. 2:12–CV–84–MR–DLH, 2014 WL 4542413, at *13 (W.D.N.C. Sept.11, 2014) (citing *Stratton v. Royal Bank of Canada,* 211 N.C.App. 78, 712 S.E.2d 221, 229 (N.C.App.2011); *Housecalls Home Health Care, Inc. v. State, Dept. of Health & Human Servs.,* 200 N.C.App. 66, 682 S.E.2d 741, 744 (N.C.App.2009); *Miller v. Randolph,* 124 N.C.App. 779, 478 S.E.2d 668, 670 (N.C.App.1996)). Generally, a cause of action "accrues when the wrong is complete and, thus, a plaintiff is entitled to assert the claim in court." *Id.* Here, the Amended Complaint alleges that LGC strung Plaintiff along for years, but that the wrong to Plaintiff was not complete until June 20, 2013, when LGC refused to enter into the LTA and instead switched suppliers. (Document No. 217 at ¶¶ 100–01). The court there finds that Plaintiff's claim for unjust enrichment is not barred by the statute of limitations.

C. Conclusion

The court finds that Plaintiff has stated plausible claims for relief based on factual allegations sufficient "to raise a right to relief above the speculative level," *Bell Atlantic Corp. v. Twombly,* 550 U.S. 544, 555, 127 S.Ct. 1955, 167 L.Ed.2d 929 (2007). It will therefore deny Defendants' 12(b)(6) motion.

IV. DEFENDANTS' MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION

Finally, the court considers Defendants' Motion to Dismiss Plaintiff's Amended Complaint for Lack of Personal Jurisdiction pursuant to Rule 12(b)(2). (Document No. 226). Defendants argue that they are not subject to personal jurisdiction in the Western District of North Carolina under any legal theory and that they lack the requisite minimum contacts with this state to make an assertion of jurisdiction over them reasonable or fair. Plaintiff claims that both Defendants are subject to personal jurisdiction here under various theories. Specifically, Plaintiff contends that LGC is subject to specific jurisdiction through its prior business dealings here and that its placement of allegedly infringing products into the stream of commerce also satisfies personal jurisdiction. Plaintiff also argues that LGC is subject to general jurisdiction or, alternatively, nationwide jurisdiction. Plaintiff claims that LGCAI is subject to jurisdiction under the theories of general jurisdiction and its use of the stream of commerce.

A. Standard of Review

The plaintiff bears the burden of establishing personal jurisdiction over the defendant by a preponderance of the evidence. *IMO Indus., Inc. v. SEIM S.R.L.,* No. 305–CV–420–MU, 2007 WL 1651838, at *1 (W.D.N.C. June 4, 2007). When evaluating a motion to dismiss pursuant to Federal Rule 12(b)(2), if no evidentiary hearing is held and the court determines the question of personal jurisdictional based on affidavits and other written materials, the plaintiff need only establish a prima facie case of personal jurisdiction. *Electronics For Imaging, Inc. v. Coyle,* 340 F.3d 1344, 1349 (Fed.Cir.2003). *See also IMO Indus.,* 2007 WL 1651838, at *1. Here, while jurisdictional discovery has been permitted, no formal evidentiary hearing has been conducted to resolve disputed issues of jurisdictional fact. As such, Plaintiff must only make a prima facie case that the court has personal jurisdiction over Defendants, which "is established if the plaintiff presents sufficient evidence to defeat a motion for directed verdict." *ATI Indus.*

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Automation, Inc. v. Applied Robotics, Inc., No. 1:09CV471, 2013 WL 1149174, at *2 (M.D.N.C. Mar.19, 2013) (quoting 2 James W. Moore, Moore's Federal Practice § 12.31[5])). In determining whether Plaintiff has made the requisite showing upon a motion to dismiss, a district court must accept the uncontroverted allegations in the plaintiff's complaint as true and resolve any factual conflicts in the affidavits in the plaintiff's favor. *Electronics For Imaging*, 340 F.3d at 1349.

B. Legal Standards

***17** Federal Circuit case law applies in determining whether this court has personal jurisdiction over an out-of-state accused infringer. *Beverly Hills Fan Co. v. Royal Sovereign Corp.*, 21 F.3d 1558, 1564–65 (Fed.Cir.1994).[3] Federal courts apply the relevant state statute when determining personal jurisdiction over a defendant, even when the cause of action is purely federal. *Id.* at 1569. Because North Carolina's long-arm statute is co-extensive with federal due process requirements, the jurisdictional inquiry here collapses into a single determination of whether this court's exercise of jurisdiction over Defendants comports with due process. *Dillon v. Numismatic Funding Corp.*, 291 N.C. 674, 676, 231 S.E.2d 629 (1977). "The constitutional touchstone for determining whether an exercise of personal jurisdiction comports with due process 'remains whether the defendant purposefully established minimum contacts in the forum State.' " *Nuance Commc'ns, Inc. v. Abbyy Software House*, 626 F.3d 1222, 1230–31 (Fed.Cir.2010) (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 474, 105 S.Ct. 2174, 85 L.Ed.2d 528, (1985)).

To be consistent with the limitations of due process, a defendant must have "minimum contacts" with the forum state "such that the maintenance of the suit does not offend traditional notions of fair play and substantial justice." *International Shoe Co. v. Washington*, 326 U.S. 310, 316, 66 S.Ct. 154, 90 L.Ed. 95 (1945). Minimum contacts may be established by showing "general" or "specific" jurisdiction. *Helicopteros Nacionales de Columbia, S.A. v. Hall*, 466 U.S. 408, 414, 104 S.Ct. 1868, 80 L.Ed.2d 404 (1984).

1. General Jurisdiction

A court may exercise general jurisdiction over a non-resident defendant if the defendant has contacts with the state that are so "continuous and systematic" as to render himself "essentially at home in the forum State." *Goodyear Dunlop Tires Operations, S.A. v. Brown*, —— U.S. ——, ——, 131 S.Ct. 2846, 2851, 180 L.Ed.2d 796 (2011). When a defendant maintains such systematic and continuous contacts with the forum state, even when the cause of action has no relation to those contacts, assertion of general jurisdiction is proper. *Grober v. Mako Products, Inc.*, 686 F.3d 1335, 1346 (Fed.Cir.2012) (citing *LSI Indus. Inc. v. Hubbell Lighting, Inc.*, 232 F.3d 1369, 1375 (Fed.Cir.2000); *Helicopteros*, 466 U.S. at 414–16)). Plaintiffs bear a "higher burden" when establishing general jurisdiction than they do when establishing specific jurisdiction. *Avocent Huntsville Corp. v. Aten Int'l Co., Ltd.*, 552 F.3d 1324, 1330 (Fed.Cir.2008). "Sporadic and insubstantial contacts with the forum state ... are not sufficient to establish general jurisdiction." *Campbell Pet Co. v. Miale*, 542 F.3d 879, 884 (Fed.Cir.2008). Further, "continuous activity of some sorts within a state is not enough ... the continuous corporate operations within a state must be so substantial and of such a nature as to justify suit against it on causes of action arising from dealings entirely distinct from those activities." International Shoe, 326 U.S. at 318. A court must look at the facts of each case to determine whether a defendant's activities within a state are "continuous and systematic." LSI Indus. *Inc. v. Hubbell Lighting, Inc.*, 232 F.3d 1369, 1375 (Fed.Cir.2000).

2. Specific Jurisdiction

***18** A court has specific jurisdiction over a defendant in a cause of action that arises out of the defendant's activities in the forum state, and "can exist even if the defendant's contacts are not continuous and systematic." *Grober v. Mako Products, Inc.*, 686 F.3d 1335, 1346 (Fed.Cir.2012) (citation omitted). When exercising specific jurisdiction, a court must have jurisdiction over each party as to each claim alleged. *Pan–Am. Products & Holdings, LLC v. R.T.G.*

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Furniture Corp., 825 F.Supp.2d 664, 678 (M.D.N.C.2011) (citations omitted).

In analyzing specific jurisdiction over a defendant, the Federal Circuit considers whether: "(1) the defendant purposefully directed its activities at residents of the forum state, (2) the claim arises out of or relates to the defendant's activities with the forum state, and (3) assertion of personal jurisdiction is reasonable and fair." *Grober,* 686 F.3d at 1346 (citing *Elecs. For Imaging, Inc. v. Coyle,* 340 F.3d 1344, 1349 (Fed.Cir.2003)). Plaintiff has the burden of making a prima facie showing of specific jurisdiction by satisfying the first two elements; the burden then shifts to defendant to show that such assertion of personal jurisdiction is not reasonable and fair. *Id.*

3. Stream of Commerce

Where a defendant's contacts with the forum state are indirect and only the result of an intermediary distributorship arrangement, the Federal Circuit has explained that a "stream of commerce" theory is to be applied in lieu of the typical concepts of specific and general jurisdiction. *Viam Corp. v. Iowa Exp.-Imp. Trading Co. .,* 84 F.3d 424, 427 (Fed.Cir.1996); *see also* *Beverly Hills Fan Co. v. Royal Sovereign Corp.,* 21 F.3d 1558, 1566 (Fed.Cir.1994). The law governing this theory has been concisely summarized by the Federal Circuit:

> In *World–Wide Volkswagen Corp. v. Woodson,* 444 U.S. 286, 298 (1980), the Supreme Court stated that a defendant could purposefully avail itself of a forum by "deliver[ing] its products into the stream of commerce with the expectation that they will be purchased by consumers in the forum [s]tate." In *Asahi Metal Industry Co. v. Superior Court of California,* 480 U.S. 102, 107 S.Ct. 1026, 94 L.Ed.2d 92 (1987), a plurality of four justices concluded that something more was required—"*an action of the defendant purposefully directed toward the forum state* ." *Id.* at 112 (emphasis in original). The cited examples of purposeful direction included "marketing through a distributor ... in the forum [s]tate" and "providing regular advice to customers." *Id.* Four other justices considered the showing of additional conduct unnecessary. *Id.* at 117.
>
> *Nuance Commc'ns, Inc. v. Abbyy Software House,* 626 F.3d 1222, 1233 (Fed.Cir.2010). Like the Supreme Court, the Federal Circuit has not yet decided whether "something more than the mere act of placing a product in the stream of commerce with the expectation that it would be purchased in the forum state" is required to establish jurisdiction. *Id.* at 1234 (citing *Beverly Hills Fan,* 21 F.3d at 1566). *See also* *Avocent Huntsville Corp. v. Aten Int'l Co.,* 552 F.3d 1324, 1332 (Fed.Cir.2008) ("We have also applied the stream of commerce theory, although we have not resolved the split in authority reflected in the competing plurality opinions in *Asahi*); *AFTG–TG, LLC v. Nuvoton Tech. Corp.,* 689 F.3d 1358, 1365 (Fed.Cir.2012). However, under either version of the stream of commerce theory, where an alien Defendant: 1) places the accused product into the stream of commerce, 2) knows or should know the likely destination of the product, and 3) its conduct and connections with the forum state are such that it may reasonably foresee being haled into court within that forum, exercise of jurisdiction under the stream of commerce theory is appropriate. *Beverly Hills Fan,* 21 F.3d at 1566. Thus, if the manufacturer purposefully ships the accused products into the forum state through an established distribution channel, with the expectation that those products will be sold in the forum, such action is sufficient to give rise to a proper assertion of jurisdiction. *Nuance Commc'ns,* 626 F.3d at 1233–34.

4. Nationwide Jurisdiction

***19** If neither specific nor general jurisdiction applies, a court may exercise nationwide jurisdiction under Fed.R.Civ.P. 4(k)(2). *See id.* (providing that "For a claim that arises under federal law, serving a summons or filing a waiver of service establishes personal jurisdiction over a defendant if: (A) the defendant is not subject to jurisdiction in any state's courts of general jurisdiction"). Nationwide jurisdiction is appropriate where "the defendant contends that he cannot be sued in the forum state and refuses to identify any other where suit is possible." *Touchcom, Inc. v. Bereskin & Parr,* 574 F.3d 1403, 1415 (Fed.Cir.2009).

5. Reasonability of Jurisdiction

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Even where a defendant's contacts with the forum state are sufficient to satisfy personal jurisdiction, a defendant can still defeat jurisdiction "by marshaling a compelling case against jurisdiction on the grounds that its exercise would be unreasonable, [and] contrary to concepts of fair play and substantial justice." *Viam Corp.,* 84 F.3d at 429. This "unreasonableness" test weighs the burden the litigation places on the defendant against the plaintiff's interest in a convenient forum and the forum's interest in resolving the controversy. *Id.; see also Burger King Corp. v. Rudzewicz,* 471 U.S. 462, 477, 105 S.Ct. 2174, 85 L.Ed.2d 528 (1985). It is a difficult test for a defendant to pass: "these cases are limited to the rare situation in which the plaintiff's interest and the state's interest in adjudicating the dispute in the forum are so attenuated that they are clearly outweighed by the burden of subjecting the defendant to litigation within the forum." *Beverly Hills Fan,* 21 F.3d at 1568. The inquiry under this test includes a balancing of (1) the burden on the defendant; (2) the interests of the forum state; (3) the plaintiff's interest in obtaining relief; (4) the interstate judicial system's interest in obtaining the most efficient resolution of controversies; and (5) the interest of the states in furthering their social policies. *Viam Corp. v. Iowa Exp.-Imp. Trading Co.,* 84 F.3d 424, 429 (Fed.Cir.1996) (citing *World Wide Volkswagen Corp. v.* Woodson, 444 U.S. 286, 100 S.Ct. 559, 62 L.Ed.2d 490 (1980)).

6. Supplemental Jurisdiction

28 U.S.C. § 1367(a)) provides that "in any civil action of which the district courts have original jurisdiction, the district courts shall have supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution." Such claims must arise out of "a common nucleus of operative fact." *United Mine Workers of Am. v. Gibbs,* 383 U.S. 715, 725, 86 S.Ct. 1130, 16 L.Ed.2d 218 (1966); *accord Silent Drive, Inc. v. Strong Indus., Inc.,* 326 F.3d 1194, 1206 (Fed.Cir.2003).

C. Personal Jurisdiction over LGC

1. State Law Claims (Counts III–VI)

i. *Specific Jurisdiction*

As noted above, assertion of specific jurisdiction is proper when the plaintiff's cause of action arises from a defendant's contacts with the forum state. The court finds that assertion of specific jurisdiction is appropriate for all of Plaintiff's claims arising under state law—unfair and deceptive trade practices, breach of contract, breach of the implied covenant of good faith and fair dealing, and alternatively, unjust enrichment—because LGC's contacts with North Carolina throughout the course of its business relationship with Plaintiff gave rise to those claims.

***20** The court first finds that LGC purposefully directed its activities at the forum state. Here, LGC conducted business with Plaintiff, a North Carolina resident, for seven years. In that time, LGC purchased $95 million worth of separator material made in, and shipped from, North Carolina. (Document Nos. 56 ¶ 23; 242–15). The parties entered into a written MOU and extensively negotiated a written LTA for LGC's EV programs. (Document No. 18 ¶ 7, 13). Accepting Plaintiff's allegations as true, Plaintiff spent over $300,000,000 to expand its manufacturing capacity in order to meet LGC's long-term supply requirements based on LGC's representations that it would make Plaintiff its exclusive supplier of separator material for EV batteries if Plaintiff increased production capacity. *Id.* ¶¶ 8–10, 20. Additionally, Plaintiff states that until the expanded capacity became operational, it stopped taking orders from certain CE customers to redirect resources to meet LGC's volume requirements. *Id.* ¶ 18; (Document No. 172 ¶¶ 8, 11).

Throughout the course of these business dealings, LG Chem representatives extensively communicated by e-mail with Plaintiff. *See e.g.,* Documents No. 242–1–12. *See also Electronics For Imaging, Inc. v. Coyle,* 340 F.3d 1344, 1351 (Fed.Cir.2003) (discussing Defendant's contacts with Plaintiff in the forum state by phone and noting "[Defendant's] communications are significant in the personal jurisdiction calculus even though [Defendant] was not physically present in [forum state] when he made these communications."). More significantly, LGC representatives had numerous in-person meetings in North Carolina, occurring "on about at least a quarterly basis." (Document Nos. 37 ¶ 4; 17 ¶ 11; 32 ¶ 9; 52 ¶ 8). Plaintiff has provided

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the following evidence that high-level LGC executives and other employees traveled to North Carolina for numerous meetings to inspect Celgard's facilities, negotiate agreements, and discuss Celgard's intellectual property rights:

- LGC officers and engineers visited and inspected Celgard facilities in Charlotte and Concord, North Carolina to certify that they met LGC specifications. (Document Nos. 18 ¶ 17; 242–18).

- In October and November 2010, LGC executives traveled to Charlotte to meet with Celgard. (Documents No. 242–7; 242–8).

- In July 2011, LGC personnel attended Celgard's Grand Opening event for the Concord, North Carolina facility. (Document No. 242–11).

- In September 2011, LGC personnel traveled to North Carolina to tour the Concord and Charlotte facilities and to discuss the expansion plan. (Documents No. 242–9; 242–10).

- In November 2012, an LGC executive traveled to Charlotte to discuss LGC's business forecast for 2013, Celgard's pricing proposals, and collaborating to develop new separator products. (Document Nos. 242–6; 56 ¶ 22).

- In February 2013, an LGC executive met in Charlotte to negotiate various options for parties' ongoing relationship, including an LTA. (Document Nos. 242–4; 242–2).

***21** - In August 2013, representatives from LGC met with Celgard in Charlotte for a top management meeting. (Document Nos. 242–1; 242–39; 242–12; 242–29). Among other things, the parties discussed the LTA. (Document No. 242–33).

- In October 2013, LGC executive traveled to Charlotte to discuss the LTA and LGC's "use of Celgard's ceramic coating patents in LGC's current and future CE and EV batteries." (Document Nos. 242–35; 242–36; 242–20; 242–21).

- On December 9, 2013, LGC met with Celgard in North Carolina to discuss pricing and supply. (Document Nos. 37 ¶ 4; 52 ¶ 13).

The court finds that LGC's contacts with the forum state that occurred because of the parties' established commercial relationship were purposefully directed at North Carolina. *See* *Electronics For Imaging, Inc. v. Coyle,* 340 F.3d 1344, 1351 (Fed.Cir.2003) (finding purposeful availment where, *inter alia,* defendant repeatedly called plaintiff in forum state and sent representatives to form state for purpose of demonstrating patented technology); *Burger King Corp. v. Rudzewicz,* 471 U.S. 462, 479, 105 S.Ct. 2174, 85 L.Ed.2d 528 (1985) (finding purposeful contacts even despite lack of physical ties to forum state where party "reached out" to negotiate with resident of forum state for long-term franchise agreement).

Second, the court finds that Plaintiff's state law claims arise out of LGC's contacts directed at the forum state. Plaintiff's deceptive trade practices claim is grounded in LGC's alleged misconduct regarding a product made in North Carolina, including alleged misrepresentations during meetings in North Carolina and significant capital expenses incurred in North Carolina in reliance on such alleged misrepresentations. (Document No. 217, ¶¶ 116–119). Similarly, Celgard's breach of contract, breach of implied covenant of good faith and fair dealing, and unjust enrichment claims are based on the MOU, which governed the North Carolina manufacture and supply of separator material. *Id.* ¶¶ 120–136.

Third, the court has considered whether asserting personal jurisdiction over LGC is reasonable and fair. Here, the court has considered (1) the burden on the defendant, (2) the interests of the forum state, (3) the plaintiff's interest in obtaining 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, *Electronics For Imaging, Inc. v. Coyle,* 340 F.3d 1344, 1352 (Fed.Cir.2003), and finds that LGC is unable to demonstrate that it would be unreasonable for this court to exercise jurisdiction over it.

First, litigating in North Carolina will not unreasonably inconvenience LGC. Although LGC is based in South Korea, "progress in communications and transportation has made the defense of a lawsuit in foreign tribunal less burdensome."

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Synthes (U.S.A.) v. G.M. Dos Reis Jr. Ind. Com. De Equip. Medico, 563 F.3d 1285, 1299 (Fed.Cir.2009). Indeed, LGC employees traveled to North Carolina numerous times between 2008 and 2013. Additionally, LGC is apparently willing to litigate this dispute in the Eastern District of Michigan, which is not substantially closer to Korea than North Carolina, which indicates that LGC is prepared to accept the burden of travel. (Document No. 231). Second, North Carolina has an interest in adjudicating claims arising out of North Carolina law and relating to wrongs against a North Carolina citizen, as well as claims relating to infringement of a citizen's patent. *See* *Beverly Hills Fan,* 21 F.3d at 1568 ("Virginia has an interest in discouraging injuries that occur within the state ....that interest extends to design patent infringement actions such as the one here.") (internal citation omitted). Third, Plaintiff has a significant interest in maintaining this action in North Carolina, as much of its evidence and witnesses knowledgeable about the patented invention are located here. As to the fourth and fifth factors, the court does not find that Defendant has offered any compelling reason why the interstate judicial system's interest in obtaining efficient resolution of controversies or the states' interest in furthering substantive social policies necessitates a finding that exercising jurisdiction over LGC is unreasonable or unfair. Accordingly, the court concludes that this case is not one of the "rare situation[s] in which the plaintiff's interest and the state's interest in adjudicating the dispute in the forum are so attenuated that they are clearly outweighed by the burden of subjecting the defendant to litigation within the forum." *Id.* In light of the above analysis, the court finds that specific jurisdiction over LGC is appropriate for each of Plaintiff's state law claims.

2. Patent Claims (Counts I And II)

i. *Supplemental Jurisdiction*

***22** The court next considers whether it is appropriate to exercise supplemental jurisdiction over Plaintiff's patent infringement claims given its finding that it has specific jurisdiction over Plaintiff's state law claims. Plaintiff argues that a common nucleus of operative facts exists here because the facts giving rise to its state law claims are substantially the same as those giving rise to its patent infringement claims. Specifically, Plaintiff contends that Celgard and LGC's seven-year relationship and LGC's decision to terminate the relationship with Celgard and source base film from an alternative source, while continuing to use or cause others to use Celgard's patented technology without permission, form a common nucleus of operative fact. Defendants argue that the facts related to the patent claims (the distribution, importation, and/or sale of the allegedly infringing product) are distinct from the facts related to the state law claims (LGC's activities in North Carolina related to its alleged obligations under the MOU), and that they are not sufficiently common to render supplemental jurisdiction appropriate. LGC points out that Plaintiff's state law claims concern the now-severed business relationship that centered on sale and purchase of Plaintiff's *uncoated polymeric base film,* whereas its patent infringement claims concern LGC's manufacture of *ceramic coated separator product.* LGC thus argues that the facts giving rise to the alleged injuries are wholly distinct and that supplemental jurisdiction is inappropriate. [4]

As LGC correctly notes, the base film made by Plaintiff, itself, is not the accused infringing product. However, as explained by one of LGC's own employees, base film is a component of the allegedly infringing ceramic-coated separators. Jina Lee, Manager in a Cell Procurement Team at LGC, stated in her affidavit that a separator is a component of a lithium-ion battery that is placed between the anode and the cathode to prevent electrical shorting (i.e.fire). *See* (Document No. 52, ¶ 4, Declaration of Jina Lee "Lee Decl ."). Additionally, Ms. Lee explained:

> There are two types of separators: "wet-type" and "dry-type". *A separator consists of a "base film" and a coating on top of the base film.* "Dry-type" separators are more susceptible to heat than "wet-type." The base film by itself (i.e., without coating)—especially the base film for "dry-type" separators-cannot be used as a separator and cannot even be considered a finished component for use in a battery because of heat safety issues. LGC does not manufacture uncoated base films for "dry-type" separators. Instead, *LGC purchases base films and then*

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> *performs additional manufacturing, using its own coating technology, in order to arrive at the final, finished separator ... Celgard provided to LGC uncoated base films for "dry-type" separators.*

Document No. 52, ¶ 5 (emphasis added). Accordingly, while the two products are distinct, they are very closely related. Indeed, by Defendants' own description, base film is an essential component of a separator.

***23** LGC also argues that the facts relevant to the state law claims are "[LGC's] termination of Celgard as a supplier of uncoated base film for lithium-ion batteries" and the facts related to the patent claims are "[LGC's] manufacture, distribution, importation, and sale of lithium-ion batteries with SRS-coated separators." (Document No. 275–1, p. 2). While the court agrees, it also believes that LGC's termination of Celgard as a supplier of uncoated base film is factually intertwined with, if not the exact cause of, LGC's manufacture, distribution, importation, and sale of lithium-ion batteries with SRS-coated separators. As noted above, the '586 patent claims ceramic-coated separators and batteries or systems including such separators. (Document Nos. 17 ¶ 8; 16, p. 4). Here, Plaintiff initially provided base film to LGC for use in manufacturing lithium-ion batteries for CE devices. (Document Nos. 18 ¶ 4–5; 217 ¶ 67). In 2008, Plaintiff and LGC began discussions regarding Plaintiff becoming LGC's exclusive supplier of base film for lithium-ion batteries used in EVs. (Document No. 18 ¶ 6; 217 ¶ 68). Pursuant to LGC specifications, Plaintiff designed separator material to which LGC could apply a ceramic coating. (Document Nos. 17 ¶¶ 13, 15; 80 ¶ 3; 19). Plaintiff states that once ceramic coated, this separator embodied the '586 patent, but that because LGC's use of the patent was authorized by Plaintiff at that time, the separator did not constitute infringement. *See* 35 U.S.C. § 271 (infringement requires use "without authority"); Pl. Resp. Def. Mot. Dismiss (Document No. 241, p. 2). Upon the beginnings of the breakdown of the LTA negotiations, Plaintiff discussed its patented technology with LGC, informing LGC that if it was going to cease purchasing its base film, it needed a license to ceramic-coat any non-Celgard separator. *See* (Document Nos. 242–34; 24218; 242–19; 242–21; 242–32; 242–38). The parties also discussed these patent issues during at least one of LGC's visits to Plaintiff in North Carolina. (Document No. 242–30). Plaintiff claims that infringement is occurring because LGC is purchasing base film from third parties and applying a ceramic coating layer to such base film in order to create coated battery separators, which fall within the scope of the patent. (Document No. 217, ¶ 51). The infringement that Plaintiff claims thus arises from LGC's choice to stop using Plaintiff's base film in its separators and to source it from a third party without a license. (Document No. 17, ¶¶ 49–52; 278, p. 4).

In light of the fact that Plaintiff's claims of patent infringement arise from LGC's choice to stop using Celgard base film in its separators, which is very closely related to, if not essentially the same as, the conduct that gave rise to Plaintiff's state law claims, the court finds that a common nucleus of operative facts exists to warrant the exercise of supplemental jurisdiction. In sum, Plaintiff provided base film to Defendants for use in their separators. When the business relationship went sour, LGC sourced base film from a third party. Plaintiff alleges that the use of this third-party base film, in combination with LGC's application of ceramic coating, constitutes a battery separator that infringes upon the '586 patent. The nature of the parties' business dealings and LGC's decision to stop purchasing base film from Plaintiff after their significant history form a "common nucleus" that renders the patent claims part of the same "case or controversy" as the state law claims.

ii. *Other Jurisdictional Theories*

***24** The court has also considered whether it may exercise personal jurisdiction over LGC on independent grounds under the stream of commerce theory, particularly in light of the extensive briefing on the question and this court's recent decision in *Celgard, LLC v. SK Innovation, Co., Ltd.*, 3:13cv254–MOC–DSC, 2014 WL 5430993 (W.D.N.C. Aug.29, 2014), which found no personal jurisdiction over a foreign defendant under the stream of commerce theory. The question for the court is whether LGC has purposefully shipped its allegedly infringing products through an established distribution channel with the expectation that those products would be sold in the forum. *Nuance Commc'ns, Inc. v. Abbyy Software House,* 626 F.3d 1222,

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1234 (Fed.Cir.2010); *Beverly Hills Fan Co. v. Royal Sovereign Corp.*, 21 F.3d 1558, 1566 (Fed.Cir.1994).

Here, Plaintiff has offered the following evidence in support of its argument that LGC meets this requirement:

- LGC supplies batteries containing separators for EVs sold at North Carolina dealerships, including the Cadillac ELR, Hyundai Sonata Hybrid, Kia Optima Hybrid, and Chevrolet Volt (for which LG Chem is the exclusive supplier). (Document Nos. 17 ¶¶ 16–17; 37 ¶ 5; 242–25; 242–26; 56 ¶¶ 14–18; 56–5; 80 ¶ 12; 80–2).

- Between 2011 and 2013, over 1,000 new Chevrolet Volts —each with an LGC battery—were registered in North Carolina; as were over 500 new Kia Optima Hybrids. (Document Nos. 57–4–57–6).

- In 2013, LGC supplied lithium-ion batteries for almost 26% of all plug-in EVs sold in the U.S., 56% of which contained ceramic-coated separators. (Document No. 17 ¶¶ 18–19, 23).

- LGC also sells batteries with separators for use in popular CE devices manufactured by Apple, Hewlett Packard, Nokia, Dell, and LG Electronics, among others. (Document Nos. 17–5, p. 3; 17–10, p. 5; 136, p. 6). These CE devices are widely sold and distributed in North Carolina, including by retailers like Best Buy, Target, and Walmart. [5] (Document Nos. 56 ¶ 25; 136, p. 6).

- LGCAI markets and distributes LGC's products in the U.S. (Document No. 33 ¶ 2).

The court also notes that in defending its motion to stay the preliminary injunction against it in this case, LGC went to great lengths to describe the expanse of its participation in the U.S. economic markets:

> Defendants sell in the order of $ 0.76 million every day attributable to the accused batteries sold or imported into the United States.... Worldwide, that number jumps to $6 million in daily sales. Defendants have yearly revenue of $278 million attributable to the accused batteries sold or imported into the United States (and $2.4 billion worldwide).... Beyond that, Defendants do business ***every day*** with companies at the center of the U.S. economy.

(Document No. 136, p. 4) (emphasis in original). Defendants further described the alleged consequences of such injunction and its use of nationwide distribution channels to distribute infringing goods:

> ***25** In light of the broad scope of the Order, Defendants will be barred from making sales in the United States to downstream customers in consumer electronics (*e.g.,* Apple, Hewlett–Packard, and Dell) and the automotive industry (*e.g.,* General Motors and Ford Motor Company), and the impact of the Order will clearly be detrimental to these customers. Taken to its logical conclusion, not only will the Order take Defendants' batteries "off the shelves" but it also strips Best Buy and Wal–Mart (with respect to consumer electronics products) and car dealerships and distributors of their ability to provide products containing these batteries to consumers. Ultimately, the effect of this Order to a John Doe member of the public is not that he may have to buy a higher priced good, but that there will be no goods for him to buy.

Id. at 6 (footnote omitted).

The court has very carefully considered the evidence put forth by Plaintiff and agrees that LGC has knowingly and intentionally used nationwide distribution channels for its products, with the expectation that its products will be sold throughout the country, including in the state of North

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Carolina. However, the court finds that Plaintiff has not made the requisite showing that LGC ever placed *the allegedly infringing product* into the stream of commerce or that such product was offered for sale here. *See Nuance Commc'ns,* 626 F.3d at 1234; *Beverly Hills Fan,* 21 F.3d at 1566 (both requiring that for exercise of jurisdiction under the stream of commerce theory to be proper, Defendants must have placed the "accused product" in the stream of commerce). *See also Celgard, LLC v. SK Innovation Co.,* No. 3:13–CV–00254–MOC, 2014 WL 5430993, at *4 (W.D.N.C. Aug.29, 2014) (finding that stream of commerce theory did not succeed where "plaintiff has provided this court with no indication that [defendant] has ever made a sale or even an offer of sale in North Carolina and none of SKI's products have been found in this forum."). Plaintiff's patent infringement claims are premised upon LGC using non-Celgard base film in its separators. Plaintiff admits that when LGC used Celgard base film in its separators, the manufacture of such separators did not constitute infringement because LGC's use of the patent was authorized by Plaintiff at that time. Pl. Resp. Def. Mot. Dismiss (Document No. 241, p. 2). It is difficult for this court to find that the allegedly infringing product has been placed in the stream of commerce when Plaintiff has failed to submit any evidence that LGC has placed a separator *with non-Celgard base film* in the stream of commerce, let alone shown that one was offered for sale in this state. As Defendants note,

> By Celgard's own timeline, it takes four to six months to incorporate a base film into an LGC lithium-ion battery. (Paulus Decl. ¶ 8, Dkt. 80.) Celgard also maintains that LGC "consumed or otherwise used" Celgard base film at least until January 2014. *(Id.* at ¶ 7.) Celgard, however, does not estimate how long it takes for an LGC lithium-ion battery to be incorporated into an EV or CE downstream product, nor does Celgard estimate how long it takes before an assembled EV will ship out to a dealer in North Carolina or a CE downstream product will reach big box stores, like Wal–Mart or Best Buy.

***26** (Def. Reply, Document No. 247, n. 3). Plaintiff has simply offered no evidence that an LGC product with an allegedly infringing separator has been found in this forum. The court will not assume that the LGC separators found in this state within the EV and CE devices sold here are those accused of infringement, particularly when Plaintiff admits that until fairly recently, LGC separators shipped from South Korea to the U.S. were not infringing. Plaintiff's evidence that LGC sells products with separators in this state, alone, is not sufficient to support a finding of jurisdiction under a stream of commerce theory.

Because the court has found that LGC is subject to jurisdiction here through supplemental jurisdiction, it will not address Plaintiff's alternative argument that LGC is subject to nationwide jurisdiction under Rule 4(k)(2). Similarly, because the court believes that the exercise of jurisdiction over LGC under the theory of supplemental jurisdiction is appropriate, it will not undergo further analysis of whether LGC's contacts with North Carolina are so systematic and continuous as to render it subject to general personal jurisdiction here.

D. Personal Jurisdiction over LGCAI

The court next considers whether Plaintiff has established a prima facie case of personal jurisdiction over LGCAI. As noted above, LGCAI, a wholly-owned subsidiary of LGC, is a Delaware company headquartered in Englewood Cliffs, New Jersey. *See* Declaration of Juan (S.H.) Oh ("Juan Decl."), (Document No. 33), ¶ 2; Def. Mem. Mot. Dismiss (Document No. 227), p. 4). LGCAI is responsible for marketing LGC petrochemicals, information and electronic materials, and batteries to customers in the United States. (Juan Decl, ¶ 2). LGCAI also acts as a product distributor for LGC's customers in the U.S. and is responsible for sales and program management to U.S. customers, but has no direct involvement with the manufacture of LGC products and does not share any officers with LGC. *Id.*

Relevant to LGCAI's contacts with the state of North Carolina, LGCAI has no offices, employees, telephone listing, post office box, mailing address, bank account, or advertising in North Carolina. *Id.* at ¶ 3. LGCAI does not own or rent any real property in North Carolina. *Id.* However, LGCAI is registered with the Secretary of State of North Carolina to do business here and has a registered agent

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for service of process here. *Id.* In the past, LGCAI stored inventory in one of its customer's consignment warehouses here, though it has not stored any inventory there since 2013. *Id.* LGCAI also paid taxes to the state of North Carolina in 2012 related to storing such inventory. (Document No. 217 at ¶ 43; Def.'s Mem. Sup. Mot. Dismiss (Document No. 227, p. 16)). Additionally, between 2009 and 2013, LGCAI had seven customers in North Carolina (unrelated to the products accused of infringement). (Juan Decl. at ¶ 4). LGCAI sold over $14 million worth of products to these customers during that time, which Defendant states accounted for, on average, approximately 0.9% of LGCAI's total revenues in the United States during that period. *Id.* at ¶ 4. LGCAI admits that it "conducts business from time to time in North Carolina for the purpose of selling products for its petrochemical and toner businesses." *Id.*

***27** Plaintiff argues that LGCAI is subject to general jurisdiction because even though LGCAI is a non-resident and its contacts are unrelated to Plaintiff's causes of action for patent infringement, its contacts with North Carolina are "continuous and systematic." As noted above, sporadic, insubstantial contacts with the forum state are insufficient to establish general jurisdiction. While there is no precise test for determining general jurisdiction, *LSI Indus.Inc. v. Hubbell Lighting, Inc.*, 232 F.3d 1369, 1375 (Fed.Cir.2000), courts have generally focused on two areas of inquiry. *Ashbury Int'l Grp., Inc. v. Cadex Defence, Inc.*, No. 3:11CV00079, 2012 WL 4325183, at *4 (W.D.Va. Sept.20, 2012). First, they look for physical presence in the forum state, such as corporate facilities, bank accounts, agents, registration, or incorporation. *Id.* (citing *Perkins v. Benguet Consol. Mining Co.*, 342 U.S. 437, 72 S.Ct. 413, 96 L.Ed. 485 (1952)). Second, "courts have also considered whether the defendant has actively solicited business in the forum state and the extent to which the defendant has participated in the state's economic markets....In other words, courts have examined the "economic reality" of the defendant's activities in the forum state." *Id.* (internal citation omitted). *See also* *Trierweiler v. Croxton & Trench Holding Corp.*, 90 F.3d 1523, 1533 (10th Cir.1996) (noting that courts consider "(1) whether the corporation solicits business in the state through a local office or agents; (2) whether the corporation sends agents into the state on a regular basis to solicit business; (3) the extent to which the corporation holds itself out as doing business in the forum state through advertisements, listings or bank accounts; and (4) the volume of business conducted in the state by the corporation.") (cited with approval as a non-exhaustive set of appropriate factors in *Delta Sys., Inc. v. Indak Mfg. Corp.*, 4 F. App'x 857 (Fed.Cir.2001) (unpublished)).

Here, LGCAI has physical presence in the state of North Carolina in the form of being registered to do business here, having a registered process agent here, using property in this state for storage, and paying state taxes at least once. Additionally, LGCAI has participated in the economic markets of this state through its sales to North Carolina customers. As noted above, Plaintiffs have submitted evidence that LGCAI sold over $14 million worth of products to seven customers in the state between 2009 and 2013. (Juan Decl., ¶ 4; Lee Decl. (Document No. 242), ¶ 47–53). These sales accounted for, on average, approximately 0.9% of LGCAI's total revenues in the United States during that time (0.9 % in 2010, 1% in 2011%, 1% in 2012, and 0.8% in 2013). *Id.* Though the parties dispute the significance of these sales and revenue percentages, the court notes that "just as it would be inappropriate to permit an exercise of personal jurisdiction solely on the presence of sales into the forum ... it would likewise be inappropriate to entirely disregard a defendant's sales into the forum simply because they only generated a small percentage of the defendant's total revenue." *ATI Indus. Automation, Inc. v. Applied Robotics, Inc.*, No. 1:09CV471, 2013 WL 1149174, at *4 (M.D.N.C. Mar.19, 2013) (internal citation and quotation omitted). Here, though LGCAI earned only a small percentage of its revenue from customers in North Carolina, the dollar figure is by no means insignificant. Additionally, LGCAI earned revenue from such sales for each of the four years before the complaint was filed in this action. The court therefore finds such sales an appropriate factor for consideration. *See id.* at *5 (finding that defendant's sales to North Carolina were appropriate for consideration where they constituted 1.2% of annual sales, and distinguishing *Campbell Pet Co. v. Miale*, 542 F.3d 879, 884 (Fed.Cir.2008), wherein Federal Circuit affirmed district court's finding of no general jurisdiction over defendants who made only 12 sales to Washington residents in eight years, for a total of less than $14,000 in gross revenue (approximately 2% of total sales), and in four of those years made no sales in Washington at all).

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***28** While this case presents a close call, the court finds that the evidence of LGCAI's physical presence in North Carolina, as well as its participation in the state's economic markets through its sales to companies here, is sufficient to support a prima facie case of general jurisdiction. *See* *LSI Indus.Inc. v. Hubbell Lighting, Inc. .,* 232 F.3d 1369, 1375 (Fed.Cir.2000) (finding that non-resident defendant had continuous and systematic contacts with forum state partially based on millions of dollars of sales in the state, despite lack of sale of the allegedly infringing product in forum state); *Ashbury Int'l Grp., Inc. v. Cadex Defence, Inc.,* No. 3:11CV00079, 2012 U.S. Dist. LEXIS 134878, at *6, 2012 WL 4325183 (W.D.Va. Sept. 20, 2012) (finding sales of millions of dollars of products to repeat customers sufficient for general jurisdiction, even absent traditional factors indicating physical presence in forum state).

The court also finds that the exercise of general jurisdiction over LGCAI at this point is reasonable and that LGCAI has failed to meet its burden of showing otherwise. First, litigating in North Carolina will not unreasonably inconvenience LGCAI. LGCAI has its principal place of business in New Jersey and its marketing and sales office for the accused lithium-ion batteries is in California. As noted above, "progress in communications and transportation has made the defense of a lawsuit in foreign tribunal less burdensome." *Synthes (U.S.A.) v. G.M. Dos Reis Jr. Ind. Com. De Equip. Medico,* 563 F.3d 1285, 1299 (Fed.Cir.2009). The court, having already found that LGC, a company headquartered in Korea, will not be unreasonably inconvenienced by litigating here, declines to find that a company headquartered in this country would be so inconvenienced. Additionally, LGCAI is apparently willing to litigate this dispute in the Eastern District of Michigan, which is not substantially closer to California or New Jersey than North Carolina, which indicates that LGCAI is prepared to accept the burden of travel. The court finds that the same analysis applies to LGCAI as to LGC for the remaining four factors for consideration. As noted above, North Carolina has an interest in adjudicating claims relating to infringement of a citizen's patent. Plaintiff has a significant interest in maintaining this action in North Carolina, as much of its evidence and witnesses knowledgeable about the patented invention are located here. Defendant has not offered any compelling reason why the interstate judicial system's interest in obtaining efficient resolution of controversies or the states' interest in furthering substantive social policies necessitates a finding that exercising jurisdiction over LGCAI is unreasonable or unfair. As with LGC, the court finds that LGCAI has not met its burden of showing that being subject to personal jurisdiction here would be unreasonable. In light of the above analysis, the court finds that the exercise of general jurisdiction over LGCAI is appropriate for Plaintiff's patent law claims.

***29** Plaintiff also argues that LGCAI is subject to personal jurisdiction under the stream of commerce theory because it participates in the same distribution chain for LGC's batteries as LGC. The court finds such argument futile in light of the above finding that Plaintiff has failed to show LGC is subject to jurisdiction under such theory, let alone offered any argument as to how any action of LGC can be imputed to LGCAI.

V. CONCLUSION

For the reasons stated herein, the court finds that this maintenance of this action is appropriate in this district at this time.

ORDER

IT IS, THEREFORE, ORDERED that:

1) Defendants' "Objections to Magistrate Judge's Order Granting Defendants' Alternative Motion to Transfer Venue" (Document No. 266) are **SUSTAINED in part and OVERRULED in part,** as described herein;

2) The Order of the Magistrate Judge transferring venue (Document No. 262) is **REVERSED** and Defendants' Alternative Motion to Transfer Venue to the Eastern District of Michigan (Document No. 230) is **DENIED;**

3) Defendants' Motion to Dismiss Counts III–VI of Plaintiff's First Amended Complaint for Failure to State a Claim (Document No. 222) is **DENIED;** and

4) Defendants' Motion to Dismiss Plaintiff's First Amended Complaint for Lack of Personal Jurisdiction (Document No. 226) is **DENIED.**

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All Citations

Not Reported in F.Supp.3d, 2015 WL 2412467

Footnotes

1 The MOU refers to LGC's purchase of “separators” from Celgard, but affidavits filed by both parties makes clear that the “separators” referred to in the MOU are equivalent to “base film,” as the term is used in this Order. *See generally* Pulwer Decl.; Declaration of Jina Lee (Document No. 52).

2 More specifically, LG Chem states that it is subject to specific jurisdiction in the Eastern District of Michigan because it sells the accused lithium-ion batteries to electric vehicle manufacturers residing in the district, including General Motors, Ford Motor Company, and Chrysler. (Def. Mem. Sup. Mot. Transfer (Document No. 231, p. 5); (“Declaration of Jun Hong Min ...” (“Min Decl.”) ¶ 3, Dkt. 73.) Additionally, all three of LG Chem's U.S. subsidiaries, including LGCAI, have outposts and/or offices in Michigan. (Min Decl. ¶ 2, Dkt. 73).

3 The court has considered whether the law of the Federal Circuit applies to both the state law claims and the claims for patent infringement in this case and notes that both parties have argued their positions on personal jurisdiction solely under the law of the Federal Circuit. *See* Def. Mem. Mot. Dismiss (Doc. No. 227, p. 5, n. 24); Pl. Mem. Opp. (Document No. 241, p. 14–15). The court finds that application of Federal Circuit law is appropriate here as to all of Plaintiff's claims. In *3D Systems, Inc. v. Aarotech Lab ., Inc.*, 160 F.3d 1373, 1377–78, 48 USPQ2d 1773, 1776 (Fed.Cir.1998), the Federal Circuit held that the law of that circuit, as opposed to the regional circuit, applied in determining that the district court had personal jurisdiction over an out-of-state corporation defending claims for patent infringement and state law claims of trade libel and unfair competition where the exercise of supplemental jurisdiction was proper. *See id.* at 1377–78 (“Because of supplemental jurisdiction under 28 U.S.C. § 1367 ... the propriety of jurisdiction in light of federal due process for both the state law claims and the federal patent law claims is to be analyzed using Federal Circuit law.”). The Federal Circuit found that because the patentee's trade libel and unfair competition claims went “hand-in-hand with its patent infringement claims,” and because the claims arose out of the same facts, application of Federal Circuit law was appropriate in resolving the personal jurisdiction issue, even though state law claims were involved. *Id.* at 1377.

4 The court has also carefully considered Plaintiff's statements at the hearing in response to questioning by the court as to why its patent law and state law claims are related. *See* Hearing Transcript (Document No. 274) at 25:1026:25; 13:1–25. To the extent Defendants construe Plaintiff's statements as allegations of theft of intellectual property in their supplemental brief (# 275–1), the court is not persuaded that Plaintiff was attempting to assert a new claim against Defendants at the hearing. *See id.* at 26:23–5 (“They completely said, Sorry, you know, Go pound sand. We're going to go run off with your technology and work with someone else.”); *id.* at 13:19–23 (“[LG Chem] went and learned about our technology and then they went and took it to someone else and are now infringing our patents with technology that we provided to them and that we taught them.”). The court finds that Plaintiff's arguments about the relationship between its patent claims and state law claims at the hearing are consistent with the allegations and arguments it made in its Amended Complaint (Document No. 217) and its Response in Opposition to Defendants' Motion to Dismiss (Document No. 241).

5 Simple internet searches indicate that in the Charlotte, North Carolina area alone, Best Buy has at least nine retail stores, *see* http:// www.bestbuy.c om/site/olspage.jsp?id+cat12092 & type+page & _ requestid +100835, Wal–Mart has at least nine retail stores, *see* http:// www.walmart .com/store/finder?location

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+charlotte, north carolina & distance+10, and Target has four retail stores, *see* http://www . target.com/store-locator/search-results?address= charlotte#+ north+carolina & fromPage=findStore. Apple has two retail stores in Charlotte and five retail stores in the state of North Carolina, *see* https://www.apple.com/retail/storelist/.

End of Document

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Sr., Circuit Court Judge

Appellate Case No. 2022-000346

Reid Fleming,……..…….……Appellant,

v.

LG Chem, Ltd.,……..…….……..Respondent.

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VOLUME 2

EXHIBIT 3

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
20 ISO TANK CONTAINER(S) - SAI D TO CONTAIN : P/O : 45007325 38 CUSTOMER P/O : 27324 PO# 27324 METHYL ACRYLATE, INHIBI TED CLASS 3, UN1919 PACKAGIN G GROUP:II MA(METHYL ACRYLATE MONOMER) METHYL ACRYLATE BUL K 20,000.000 KG -FREIGHT PREP AID -FREE TANK HIRE TIME OF I SOTANK IS 14DAY -UN&IMO PLACA RDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -DDC PREPAID	L.G.CHEM AMERICA, INC.	LG CHEM LTD.	4/14/15	44,092	20,042	Ningpo	Charleston, South Carolina	CLEMENTINE MAERSK	China	AS PER LABEL	ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968 1-2018162000 TEL EX 1-201816 09	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O: 4500857189 CUSTOMER P/O : 4500075173 NPG (NEOPENTYL G LYCOL) : 90 90.0 MIN 20,000.0 00 KGS -P/O 131279-001 -AL LNEX PRODUCT CODE : S0168-000	L.G.CHEM AMERICA, INC.	LG CHEM LTD.	9/18/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND INTREPID	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305, (12TH FLOOR), U.S.A. 1-5742394090	128, YEOUL-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA (ZIP CODE : 07336) 82-553206012 TEL EX 82-3255505
SHIPPER'S LOAD AND COUNT SAI D TO CONTAIN P/O :4500987659 CUSTOMER P/O:779783-000-OP HS CODE:3903909000 ASALI912-0 B985 8,000.000KG ASALI 9 12-W9001 8,000.000KG --- TEL:678-984-5714 ---, TEL:678-984-5714	LG CHEM AMERICA INC	LG CHEM.LTD	11/14/17	35,499	16,136	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 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
ETHYLACRYLATE	LG CHEM AMERICA	LG CHEM LTD.	12/1/18	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
P/O : 4501042897 CU STOMER P/O : 4516542956 EPC ENGINEERING PLASTICS COMPOUD (EPC) RESIN LUPOY HR5007AT KT05 750KG GAMBO BA 15,000.0 00 KG - HS CODE : 3907.40	LG CHEM AMERICA	LG CHEM, LTD.	5/16/18	33,230	15,105	Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-4044006125	128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL, REPUBLIC OF 82-553206012 TEL EX 82-32555 05
P/O : 4501042897 CUSTOMER P/O : 4516542956 EPC LUPOY HR50 07AT KT05 750KG GAMBO BA 15,00 0.000 KG -HS CODE : 390740	LG CHEM AMERICA	LG CHEM, LTD.	4/28/18	33,230	15,105	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-4044006125	128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL, REPUBLIC OF KOREA 07336 82-553206012 TEL EX 82-32555 05
P/O : 4500983001 CU STOMER P/O : P9143-7 HS CODE :3903905000 ABS XR401-D92658 16,000.00 0 KG -ACRYLONITRILE-BUTADIEN E-STYRENE (ABS) RESIN .	LG CHEM AMERICA	LG CHEM, LTD.	12/1/17	35,435	16,107	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, 82-37731114 TEL EX 82-32555 04
SAID TO CONTAIN P/O : 4500974 565 CUSTOMER P/O : P9143-6 HS CODE:3903905000 ABS XR40 1-D92658	LG CHEM AMERICA	LG CHEM, LTD.	11/7/17	35,435	16,107	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 TEL:678-984-5714 1-4044006125	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 04
P/O : 4500974565 CU STOMER P/O : P9143-6 HS CODE :3903905000 ABS XR401-D92658 16,000.00 0 KG ACRYLONITRILE-BUTADIENE -STYRENE (ABS) RESIN .	LG CHEM AMERICA	LG CHEM, LTD.	10/24/17	35,499	16,136	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500945087 CUSTOMER P/O : P9143-4 HS CODE:3903905000 ABS XR401-D92658 16,000.0, KG ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA	LG CHEM, LTD.	7/25/17	35,361	16,073	Pusan	Charleston, South Carolina	ATHOS	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA GA 30305 TEL:678-984-5714	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500945087 CUSTOMER P/O : P9143-4 HS CODE:3903300000 ABS XR401-D92658 16,000.0, KG ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA	LG CHEM, LTD.	7/11/17	35,361	16,073	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500945087 CUSTOMER P/O : P9143-4 HS CODE:3903300000 ABS XR401-D92658 16,000.0, KG ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA	LG CHEM, LTD.	6/28/17	35,361	16,073	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1 TANKS OF METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2507104/110421.110422.110461 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	12/13/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721

LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
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1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU 2553440 S/111028.111066.111083 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	11/28/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' ACRYLIC ACID, STABILIZED CLASS 8(3), UN 2218 PACKAGING GROUP:II MARINE POLLUTANT AA(ACRYLIC ACID)20,000.000 KG BAFU 8883200 S/111034.111057.111084.117343 HS CODE : 2916.11 CHEMTREC NO.1-800-262-8200 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 8 U.N. NO.: 2218 ACRYLIC ACID, STABILIZEDCLASS 8,UN 2218	LG CHEM AMERICA	LG CHEM LTD.	11/28/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' ACRYLIC ACID, STABILIZED CLASS 8(3), UN 2218 PACKAGING GROUP:II MARINE POLLUTANT AA(ACRYLIC ACID) 20,000.000 KG BAFU 8888829 S/111561.111571.111597.117352 HS CODE : 2916.11 CHEMTREC NO.1-800-262-8200 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 8 U.N. NO.: 2218 ACRYLIC ACID, STABILIZEDCLASS 8,UN 2218	LG CHEM AMERICA	LG CHEM LTD.	11/28/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' ACRYLIC ACID, STABILIZED CLASS 8(3), UN 2218 PACKAGING GROUP:II MARINE POLLUTANT AA(ACRYLIC ACID) 20,000.000 KG BAFU8888916 S/111036.111045.111076 HS CODE : 2916.11 CHEMTREC NO.1-800-262-8200 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 8 U.N. NO.: 2218 ACRYLIC ACID, STABILIZEDCLASS 8,UN 2218	LG CHEM AMERICA	LG CHEM LTD.	11/28/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' ACRYLIC ACID, STABILIZED CLASS 8, UN 2218 PACKAGING GROUP:II MARINE POLLUTANT AA(ACRYLIC ACID) 20,000.000 KG BAFU 8905823 S/110404.110412.110413 HS CODE : 2916.11 CHEMTREC NO.1-800-262-8200 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 8 U.N. NO.: 2218ACRYLIC ACID, STABILIZED CLASS 8,UN 2218	LG CHEM AMERICA	LG CHEM LTD.	11/20/14	44,000	20,000	Pusan	Charleston, South Carolina	APL TOURMALINE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 20,000.000 KG BLKU 2511716 S/110404.110425.110500 HS CODE : 291612 H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	11/20/14	44,000	20,000	Pusan	Charleston, South Carolina	APL TOURMALINE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2512712 S/110431.110438.110446 HS CODE : 291612 H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	11/20/14	44,000	20,000	Pusan	Charleston, South Carolina	APL TOURMALINE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' ACRYLIC ACID, STABILIZED CLASS 8, UN 2218 PACKAGING GROUP:II MARINE POLLUTANT AA(ACRYLIC ACID) 20,000.000 KG BAFU 8890702. 111502.111512.111526 111555.111562.111559 HS CODE : 2916.11 CHEMTREC NO.1-800-262-8200 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 8U.N. NO.: 2218 ACRYLIC ACID, STABILIZED CLASS 8,UN 2218	LG CHEM AMERICA	LG CHEM LTD.	11/20/14	44,000	20,000	Pusan	Charleston, South Carolina	APL TOURMALINE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU 2549440/110440.110442.110464 HS CODE : 291612 H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	11/12/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENCORE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' P/O 4500079546 CUSTOMER P/O : PA3729 METHYL ACRYLATE, INHIBITED CLASS 3.2, UN 1919 PACKING GROUP:II MA(METHYL ACRYLATE MONOMER) 99.5 MIN 20,000.000 KG HS CODE ; 291612 BAFU8817091/107521.107574.107594. 107564.107567.107568 24 HOURS CONTACT POINT : MR HEO SE MIN (+82 6680 6916/PLANT MANAGER) FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURESH.S. CODE: 291612 IMDG CLASS: 3 U.N.	LG CHEM AMERICA	LG CHEM LTD.	9/4/14	44,000	20,000	Pusan	Charleston, South Carolina	APL OAKLAND	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' P/O 4500079546 CUSTOMER P/O : PA3731 METHYL ACRYLATE, INHIBITED CLASS 3.2, UN 1919 PACKING GROUP:II MA(METHYL ACRYLATE MONOMER) 99.5 MIN 20,000.000 KG HS CODE ; 291612 BLKU2539312/107569.107584.107589 24 HOURS CONTACT POINT : MR HEO SE MIN (+82 6680 6916/PLANT MANAGER) FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612IMDG CLASS: 3 U.N. NO.: 1919 METHYL	LG CHEM AMERICA	LG CHEM LTD.	8/27/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2551811/107537.107541.107572 HS CODE : 291612 FREIGHT PREPAID H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	8/20/14	44,000	20,000	Pusan	Charleston, South Carolina	APL TOURMALINE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2579655/107511.107530.107533 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	8/20/14	44,000	20,000	Pusan	Charleston, South Carolina	APL TOURMALINE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2564300/107522.107563.107573 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	8/10/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPRESS	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2510216/107506.107527.107598 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	7/23/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXCELLENCE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' P/O :4500879546 CUSTOMER PO : PA3727 METHYL ACRYLATE, INHIBITED CLASS 3.2, UN 1919 PACKING GROUP:II MA(METHYL ACRYLATE MONOMER) 99.5 MIN 20,000.000 KG HS CODE ; 291612 BLKU2516359/107507.107542.107585 24 HOURS CONTACT POINT : MR HEO SE MIN (+82 6680 6916/PLANT MANAGER) FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612IMDG CLASS: 3 U.N. NO.: 1919 METHYL	LG CHEM AMERICA	LG CHEM LTD.	7/17/14	44,000	20,000	Pusan	Charleston, South Carolina	APL TURQUOISE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2530193/903929.903994.903990 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	7/10/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDEAVOR	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
RESIN-ABS	LG CHEM AMERICA	LG CHEM, LTD.	7/10/14	35,361	16,073	Pusan	Charleston, South Carolina	YM KAOHSIUNG	South Korea	NO MARKS	INC., 910 SYLVAN AVE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN ALICE LEUNG TEL 201-816-2097	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, INHIBITED CLASS 3.2, UN 1919 PACKING GROUP:II MA(METHYL ACRYLATE MONOMER) 99.5 MIN 20,000.000 KG HS CODE ; 291612 BLKU2580825/107539.107512.107517 103816 24 HOURS CONTACT POINT : MR HEO SE MIN (+82 6680 6916/PLANT MANAGER) FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	6/25/14	44,000	20,000	Pusan	Charleston, South Carolina	APL GARNET	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, INHIBITED CLASS 3.2, UN 1919 PACKING GROUP:II MA(METHYL ACRYLATE MONOMER) 99.5 MIN 20,000.000 KG HS CODE ; 291612 BAFU8898534/109296.109213.109289 109241.109273.109248 24 HOURS CONTACT POINT : MR HEO SE MIN (+82 6680 6916/PLANT MANAGER) FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3U.N. NO.: 1919 METHYL ACRYLATE,	LG CHEM AMERICA	LG CHEM LTD.	6/19/14	44,000	20,000	Pusan	Charleston, South Carolina	APL EGYPT	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1 TANKS OF P/O :4500879990 CUSTOMER P/O : PA3700 METHYL ACRYLATE, INHIBITED CLASS 3.2, UN 1919 PACKING GROUP:II MA(METHYL ACRYLATE MONOMER) 99.5 MIN 20,000.000 KG HS CODE ; 291612 BAFU8891273/202906.202912.202908 202996.202981.203000 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	6/10/14	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI GOODWILL	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' (1TANK) CT / CT METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2567340/107531.107553.107592 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919 'SHIPPER-S OWN COMTAINER' FREIGHT PREPAIDCOPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612	LG CHEM AMERICA	LG CHEM LTD.	5/23/14	44,000	20,000	Pusan	Charleston, South Carolina	APL TOURMALINE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2504975/107503.107510.107543 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	5/13/14	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI DYNASTY	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2582962/108307.108315.108338 HS CODE : 291612 H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	5/10/14	44,000	20,000	Pusan	Charleston, South Carolina	NYK RIGEL	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2506010/904565.904574.904587 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	5/5/14	44,000	20,000	Pusan	Charleston, South Carolina	ZIM ONTARIO	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2545660/107534.107547.107566 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	3/26/14	44,000	20,000	Pusan	Charleston, South Carolina	APL GARNET	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2503942/107750.107753.107759 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	3/20/14	44,000	20,000	Pusan	Charleston, South Carolina	APL EGYPT	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2553178/107733.107744.107749 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	3/20/14	44,000	20,000	Pusan	Charleston, South Carolina	APL EGYPT	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BAFU8810543 /1075521075587.107600 107501.107504.107505 HS CODE : 291612 H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	3/13/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BAFU8803251/107713.107771.107719. 107703.107708.107712 HS CODE : 291612 H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	3/13/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2563772/105938.105955.105997 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	3/6/14	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI VOYAGER	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU1249751 S/105902.105903.105935 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	3/6/14	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI VOYAGER	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993 EHA(2-ETHYLHEXYL ACRYLATE MONOMER) 2ETHYL HEXYL ACRYLATE 80,000 KG HS CODE ; 2916 11 BLKU2529206 S/107488.107494.107495 BLKU2563371 S/107427.107024.107044 BLKU2506941 S/107418.107497.107449 BLKU2514891 S/107415.107484.107454 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291611 1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993 EHA(2-ETHYLHEXYL ACRYLATE MONOMER) 2ETHYL HEXYL ACRYLATE 80,000 KG HS CODE ; 2916 11 BLKU2529206 S/107488.107494.107495 BLKU2563371 S/107427.107024.107044 BLKU2506941 S/107418.107497.107449 BLKU2514891 S/107415.107484.107454 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291611 1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993 EHA(2-ETHYLHEXYL ACRYLATE MONOMER) 2ETHYL HEXYL ACRYLATE 80,000 KG HS CODE ; 2916 11 BLKU2529206 S/107488.107494.107495 BLKU2563371 S/107427.107024.107044 BLKU2506941	LG CHEM AMERICA	LG CHEM LTD.	3/1/14	176,000	80,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NUMBERS NO MARKS AND NUMBERS NO MARKS AND NUMBERS NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2577708/904022.904038.904092 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	2/20/14	44,000	20,000	Tokyo	Charleston, South Carolina	APL TOURMALINE	Japan	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU1242340/105904.105906.105929 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	2/20/14	44,000	20,000	Tokyo	Charleston, South Carolina	APL TOURMALINE	Japan	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BRKU2500380/105907.105920.105949 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	2/20/14	44,000	20,000	Pusan	Charleston, South Carolina	APL TOURMALINE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2514546/105910.105963.105968 HS CODE : 291612 H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	2/15/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENCORE	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU1249685/105953.105957.105988 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	1/29/14	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI INTEGRAL	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2515774/017759.017662.017675 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	1/16/14	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI GOODWILL	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721

LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2558009/105909,105931,105994 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	1/10/14	44,000	20,000	Pusan	Charleston, South Carolina	NYK DEMETER	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU 2545974/105914.105942.105951 HS CODE : 291612 H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	1/5/14	44,000	20,000	Pusan	Charleston, South Carolina	ZIM VIRGINIA	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2538975/105972.105975.105986 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	12/28/13	44,000	20,000	Pusan	Charleston, South Carolina	APL GARNET	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2512414/105933.105956.105974 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	12/17/13	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI DYNASTY	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2506983/105958.105984.105995 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	12/15/13	44,000	20,000	Pusan	Charleston, South Carolina	NYK DENEB	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' ACRYLIC ACID, STABILIZED CLASS 8(3), UN 2218 PACKAGING GROUP:II MARINE POLLUTANT AA(ACRYLIC ACID) 99MIN (POLYMER GRADE) 20,000.000 KG BAFU8892238 S/106116,106175,106182,106137,106140, 106186 HS CODE : 2916.11 CHEMTREC NO.1-800-262-8200 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 8 U.N. NO.: 2218 ACRYLIC ACID, STABILIZED CLASS 8,UN 2218	LG CHEM AMERICA	LG CHEM LTD.	12/5/13	44,000	20,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' (1 TANK) CY / CY ACRYLIC ACID, STABILIZED CLASS 8(3), UN 2218 PACKAGING GROUP:II MARINE POLLUTANT AA(ACRYLIC ACID) 99MIN (POLYMER GRADE) 20,000.000 KG BAFU 8804129/106594.106512.106570 106508.106515.106562 HS CODE : 2916.11 CHEMTREC NO.1-800-262-8200 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES ACRYLIC ACID, STABILIZED CLASS 8,UN 2218 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 2916 IMDG CLASS: 8 U.N. NO.: 2218	LG CHEM AMERICA	LG CHEM LTD.	11/27/13	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NUMBERS	INC., 910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
ACRYLIC ACID, STABILIZED CLASS 8(3), UN 2218 PACKAGING GROUP:II MARINE POLLUTANT AA(ACRYLIC ACID) 99MIN (POLYMER GRADE) 20,000.000 KG BAFU 8814750/106028.106029.106030 106034.106047.106048 HS CODE : 2916.11 CHEMTREC NO.1-800-262-8200 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291611 IMDG CLASS: 8 U.N. NO.: 2218 ACRYLIC ACID, STABILIZED CLASS 8,UN 2218	LG CHEM AMERICA	LG CHEM LTD.	11/23/13	44,000	20,000	Pusan	Charleston, South Carolina	APL EGYPT	South Korea	NO MARKS AND NUMBERS	INC., 910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
ACRYLIC ACID, STABILIZED CLASS 8(3), UN 2218 PACKAGING GROUP:II MARINE POLLUTANT AA(ACRYLIC ACID) 99MIN (POLYMER GRADE) 20,000.000 KG BLKU 1243100. 105402.105403.105440 HS CODE : 2916.11 CHEMTREC NO.1-800-262-8200 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291611 IMDG CLASS: 8 U.N. NO.: 2218 ACRYLIC ACID, STABILIZED CLASS 8,UN 2218	LG CHEM AMERICA	LG CHEM LTD.	10/31/13	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NUMBERS	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' (1 TNK)CY/CY SOC CNTR METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2538825/903045.903010.903098 HS CODE : 291612 FREIGHT PREPAID H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919 'COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES'	LG CHEM AMERICA	LG CHEM LTD.	10/16/13	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' (1 TNK)CY/CY SOC CNTR METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE) 99.5%MIN 20,000.000 KG BLKU2500331/105468.105464.105411 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	10/16/13	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT:' (1 TNK)CY/CY SOC CNTR AA(ACRYLIC ACID) 99%MIN(POLYMER GRADE) 20,000KG ACRYLIC ACID, STABILIZED CLASS 8(3) UN2218, PG II MARINE POLLUTANT, F-E, S-C BAFU8902948/903069.903014.903025 105489.105449.105483 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291611 IMDG CLASS: 8 U.N. NO.: 2218 ACRYLIC ACID, STABILIZED CLASS 8,UN 2218	LG CHEM AMERICA	LG CHEM LTD.	10/16/13	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT.' P/O :4500626116 CUSTOMER P/O : PA3401 METHYL ACRYLATE, INHIBITED CLASS 3.2, UN 1919 PACKING GROUP:II MA(METHYL ACRYLATE MONOMER) 99.5 MIN 20,000.000 KG HS CODE ; 291612 BLKU2580975/105419.105458.105467 103816 24 HOURS CONTACT POINT : MR HEO SE MIN (+82 6680 6916/PLANT MANAGER) FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL	LG CHEM AMERICA	LG CHEM LTD.	10/2/13	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPEDITOR	South Korea	NO MARKS AND NU	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1CNTR 'SHIPPER-S LOAD,COUNT & WEIGHT.' AA(ACRYLIC ACID) 99%MIN(POLYMER GRADE) 20,000KG ACRYLIC ACID, STABILIZED CLASS 8(3) UN2218, PG II MARINE POLLUTANT, F-E, S-C BAFU8811426/102509.102526.102559.115417 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291611 IMDG CLASS: 8 U.N. NO.: 2218	LG CHEM AMERICA	LG CHEM LTD.	10/2/13	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPEDITOR	South Korea	NO MARKS AND NU	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1 TANK OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000 KG BLKU2515732 S/102405,102488,102424 HS CODE : 291612 SOC TANK CNTR FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	9/26/13	44,000	20,000	Pusan	Charleston, South Carolina	APL GARNET	South Korea	NO MARKS AND NU	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1 TANK OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000 KG BLKU2577098/102560.102599.102557 HS CODE : 291612 SOC TANK CNTR FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	9/26/13	44,000	20,000	Pusan	Charleston, South Carolina	APL GARNET	South Korea	NO MARKS AND NU	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1 TANK OF ACRYLIC ACID, STABILIZED CLASS 8(3), UN 2218 PACKAGING GROUP:II AA(ACRYLIC ACID) 99 MIN (POLYMER GRADE) 20,000.000 KG HS CODE : 291611 SOC TANK CNTR FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291611 IMDG CLASS: 8 U.N. NO.: 2218	LG CHEM AMERICA	LG CHEM LTD.	9/18/13	44,000	20,000	Pusan	Charleston, South Carolina	APL QATAR	South Korea	NO MARKS AND NU	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1 TANK OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000 KG HS CODE : 291612 BLKU2545233/102510.102563.102555 SOC TANK CNTR FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	9/6/13	44,000	20,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NU	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1 TANK OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000 KG BLKU2577098/102560.102599.102557 HS CODE : 291612 SOC TANK CNTR FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA	LG CHEM LTD.	8/29/13	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
(ACRYLONITRILE BUTADIENE STYRENE) RESIN P/O : 4500604906 CUSTOMER P/O : 60778 R2-A ABS ABS XR404E-8D004 16,000.0KG HS CODE:3903300000	LG CHEM AMERICA	LG CHEM, LTD.	6/19/13	35,361	16,073	Pusan	Charleston, South Carolina	APL QATAR	South Korea	AS PER LABEL	INC., 910 SYLVAN AVE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN:ALICE LEUNG TEL:201-816-2097	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500429176 CUSTOMER P/O: USMMMVT359 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLELIQUID, NOS NA 1993P/O : 4500429176 CUSTOMER P/O: USMMMVT359 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLELIQUID, NOS NA 1993	LG CHEM AMERICA	LG CHEM LTD.	12/27/11	88,184	40,084	Pusan	Charleston, South Carolina	MAERSK DUBROVNIK	South Korea	AS PER LABEL AS PER LABEL	INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 ATTN:AARON WEISS 1-2018162000 TELEX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-553206012 TELEX 82-325550573
P/O : 4500398940 CUSTOMER P/O: 18930 METHYL ACRYLATE, INHIBITED CLASS 3.2, UN1919 PACKAGING GROUP: II MA(METYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG	LG CHEM AMERICA	LG CHEM LTD	9/13/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL	INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632 ATTN:ANRON WEISS 1-2018162000 TELEX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS SEOUL SOUTH KORA 150-721 82-37731114 TELEX 82-325550573
2-ETHYLHEXYL ACRYLATE, INHIBITED NON-DANGEROUS GOODS SHIPPER-S OWN TANK CONTAINER	LG CHEM AMERICA	LG CHEM LTD.	8/16/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MONCTON	South Korea	N/M	INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632 ATTN:AARON WEISS 1-2018162000 TELEX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL, SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
2-ETHYLHEXYL ACRYLATE, INHIBITED NON-DANGEROUS GOODS SHIPPER-S OWN TANK CONTAINER	LG CHEM AMERICA	LG CHEM LTD.	8/16/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MONCTON	South Korea	N/M	INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFES, NJ 07632 ATTN : AARON WEISS 1-2018162000 TELEX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
P/O : 4500368219 CUSTOMER P/O: 59815 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTION LIQUID, NOS NA 1993	LG CHEM AMERICA	LG CHEM LTD.	6/21/11	44,092	20,042	Pusan	Charleston, South Carolina	DEVA	South Korea	N/M	INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ:07632 ATTN: AARON WEISS 1-2018162000 TELEX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL, SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	4/20/11	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	4/14/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENCORE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	4/14/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENCORE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919SHIPPER-S OWN CONTAINER	LG CHEM AMERICA	LG CHEM LTD.	3/23/11	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	3/16/11	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	3/10/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPEDITOR	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE,INHIBITEDNON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINER'FREIGHT PREPAID AT SINGAPORE'	LG CHEM AMERICA	LG CHEM LTD.	3/3/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDOWMENT	South Korea	N/M	INC 920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE,INHIBITEDNON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'2-ETHYLHEXYL ACRYLATE,INHIBITEDNON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'	LG CHEM AMERICA	LG CHEM LTD.	2/23/11	88,000	40,000	Pusan	Charleston, South Carolina	APL EGYPT	South Korea	N/M MARKS AND NUMBERS WITH CONTAINER BVIU225105	INC 920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)	LG CHEM AMERICA	LG CHEM LTD.	2/16/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPERIENCE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZED	LG CHEM AMERICA	LG CHEM LTD.	2/9/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDEAVOR	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)	LG CHEM AMERICA	LG CHEM LTD.	1/19/11	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZED	LG CHEM AMERICA	LG CHEM LTD.	1/14/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	12/8/10	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPEDITOR	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	11/17/10	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPERIENCE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZED	LG CHEM AMERICA	LG CHEM LTD.	10/6/10	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXCELLENCE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)	LG CHEM AMERICA	LG CHEM LTD.	10/6/10	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXCELLENCE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZED	LG CHEM AMERICA	LG CHEM LTD.	9/15/10	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZED	LG CHEM AMERICA	LG CHEM LTD.	9/15/10	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	8/18/10	44,000	20,000	Pusan	Charleston, South Carolina	APL EXPERIENCE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZED	LG CHEM AMERICA	LG CHEM LTD.	8/11/10	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDEAVOR	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	7/19/10	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	7/12/10	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA (METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA	LG CHEM LTD.	6/9/10	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPRESS	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A ATTN:AARON WEISS TEL:201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA	LG CHEM LTD.	6/12/09	132,000	60,000	Pusan	Charleston, South Carolina	YM BUSAN	South Korea	IN BULK IN BULK IN BULK	. . ENINC.920 SYLVAN AVENUEGLEWOOD CLIFFS, NJ 07632	. 20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500188542CUSTOMER P/O : 200900051PVC PASTE RESINLB-110 5,000.0KGLP-170 14,000.0KG	LG CHEM AMERICA	LG CHEM, LTD.	5/11/09	42,548	19,340	Pusan	Charleston, South Carolina	APL EGYPT	South Korea	AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500185739CUSTOMER P/O : 200900039, 200900040PVC PASTE RESINLB-110 19,000.0KG	LG CHEM AMERICA	LG CHEM, LTD.	4/25/09	42,451	19,296	Pusan	Charleston, South Carolina	MOL EXCELLENCE	South Korea	AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500185739CUSTOMER P/O : 200900039, 200900040PVC PASTE RESINLB-110 19,000.0KG	LG CHEM AMERICA	LG CHEM, LTD.	4/25/09	42,451	19,296	Pusan	Charleston, South Carolina	MOL EXCELLENCE	South Korea	AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500174754CUSTOMER P/O : 200800338PVC P/TPA-1302 19,000.0KGPVC SPONGE LEATHER	LG CHEM AMERICA	LG CHEM, LTD.	1/31/09	42,581	19,355	Pusan	Charleston, South Carolina	MOL EXCELLENCE	South Korea	AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500174924CUSTOMER P/O : 4500051151PVC P/TLB-110 16,000.0KGFREIGHT PREPAIDPVC SPONGE LEATHER	LG CHEM AMERICA	LG CHEM, LTD.	1/31/09	35,750	16,250	Pusan	Charleston, South Carolina	MOL EXCELLENCE	South Korea	AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
PVC SPONGE LEATHERP/O : 4500174924CUSTOMER P/O : 4500051151PVC P/TLB-110 16,000.0KGFREIGHT PREPAID	LG CHEM AMERICA	LG CHEM, LTD.	1/31/09	35,750	16,250	Pusan	Charleston, South Carolina	MOL EXCELLENCE	South Korea	AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500158625 ABS SH610A-06716 16,000.0	LG CHEM AMERICA	LG CHEM, LTD.	9/20/08	35,424	16,102	Pusan	Charleston, South Carolina	MOL ENDEAVOUR	South Korea	AS PER LABEL	INC., 920 SYLVAN AVE., ENGLEWOOD CLIFFS, NJ 07632, USA ATTN:HANRIET BARGAMIAN TEL:201-816-2311	LG TWIN TOWERS, 20, YOIDO-DONG, YOUGNDUNGPO-GU, SEOUL, 150-721, KOREA
2TANKS OF 2-ETHYLHEXYL-ACRYLATE, INHIBITED FLASH POINT : 75 80C (C.C.), 91C (O. DDC PREPAID 2TANKS OF 2-ETHYLHEXYL-ACRYLATE, INHIBITED FLASH POINT : 75 80C (C.C.), 91C (O. DDC PREPAID	LG CHEM AMERICA	LG CHEM LTD.	1/20/08	88,000	40,000	Pusan	Charleston, South Carolina	MOL ENDOWMENT	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A	LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 INCHON, SOUTH KOREA
2 ETHYL HEXYL ACRYLATE	LG CHEM AMERICA	LG CHEM LTD.	12/1/07	88,000	40,000	Pusan	Charleston, South Carolina	HANJIN PHILADELPHIA	South Korea	NO MARKS	. INC. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632 U.S.A	. 20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
2 ETHYL HEXYL ACRYLATE	LG CHEM AMERICA	LG CHEM LTD.	11/18/07	88,000	40,000	Pusan	Charleston, South Carolina	BAUHINIA BRIDGE	South Korea	NO MARKS	.INC. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632 U.S.A	.20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
2 ETHYL HEXYL ACRYLATE	LG CHEM AMERICA	LG CHEM LTD.	10/22/07	88,000	40,000	Pusan	Charleston, South Carolina	CHANG JIANG BRIDGE	South Korea	NO MARKS	.INC. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632 U.S.A	.20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
2 ETHYL HEXYL ACRYLATE	LG CHEM AMERICA	LG CHEM LTD.	10/6/07	88,000	40,000	Pusan	Charleston, South Carolina	HANJIN PHILADELPHIA	South Korea	NO MARKS	.INC. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632 U.S.A	.20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
2 ETHYL HEXYL ACRYLATE	LG CHEM AMERICA	LG CHEM LTD.	9/29/07	88,000	40,000	Pusan	Charleston, South Carolina	HANJIN IRENES	South Korea	NO MARKS	.INC. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632 U.S.A	.20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
2 ETHYL HEXYL ACRYLATE	LG CHEM AMERICA	LG CHEM LTD.	9/18/07	88,000	40,000	Pusan	Charleston, South Carolina	HANJIN PORTLAND	South Korea	NO MARKS	.INC. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632 U.S.A	.20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
2-ETHYLHEXYL ACRYLATE, INHIBITED	LG CHEM AMERICA	LG CHEM LTD.	8/18/07	44,000	20,000	Pusan	Charleston, South Carolina	YM COLOMBO	South Korea	NO MARKS	.INC. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	.20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
RQ UN 2218, ACRYLIC ACID, STABILIZED, CLASS 8 (3), PG II,(54 CCC), MARINE POLLUTANT,F-E, S-C - EMERENCY COMMUNICATION TEL : +82-61-680-6914 / MOBIL : +82-10-2303-7360PIC : HEO SE MIN * 101582, 101547 DDC PREPAID	LG CHEM AMERICA , INC.	LG CHEM LTD.	7/18/12	44,092	20,042	Pusan	Charleston, South Carolina	SCT ZURICH	South Korea	AS PER LABEL	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN: ARRON WEISS TEL: 201-86-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
METHYL ACRYLATE (CLASS 3, UN 1919) SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA . INC .	LG CHEM LTD	10/29/14	44,000	20,000	Yantian	Charleston, South Carolina	MOL MOTIVATOR	China	N/M . .	920 SYLVAN AVENUE. ENGLEWOOD CLIFS. NJ 07632 U.S .A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128. YEOUI -DAERO. YOUNGDUNGPO-GU . SEOUL, KOREA 150-721
METHYL ACRYLATE (CLASS 3, UN 1919) SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA ., INC.	LG CHEM LTD.	10/14/14	44,000	20,000	Yantian	Charleston, South Carolina	MOL PARTNER	China	N/M . .	920 SYLVAN AVENUE. ENGLEWOOD CLIFS. NJ 07632 U.S.A , AITN AARON WEISS TEL 201-8 16-2968	LG TWIN TOWERS, 128. YEOUI-DAERO YOUNGDUNGPO-GU, SEOUL. KOREA 150-721
METHYL ACRYLATE, STABILIZED METHYL ACRYLATE (CLASS 3, UN 1919) SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA ., INC.	LG CHEM LTD.	10/14/14	44,000	20,000	Yantian	Charleston, South Carolina	MOL PARTNER	China	N/M . . .	920 SYLVAN AVENUE. ENGLEWOOD CLIFS. NJ 07632 U.S.A , AITN AARON WEISS TEL 201-8 16-2968	LG TWIN TOWERS, 128. YEOUI-DAERO YOUNGDUNGPO-GU, SEOUL. KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
BULK LIQUIDS, HAZ/NON HAZ METHYL ACRYLATE (CLASS 3, UN 1919) SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA ., INC.	LG CHEM LTD.	10/14/14	44,000	20,000	Yantian	Charleston, South Carolina	MOL PARTNER	China	NO MARKS . . .	920 SYLVAN AVENUE. ENGLEWOOD CLIFS, NJ 07632 U.S.A , AITN AARON WEISS TEL 201-8 16-2968	LG TWIN TOWERS, 128. YEOUI-DAERO YOUNGDUNGPO-GU, SEOUL. KOREA 150-721
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	9/16/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	7/7/18	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
ETHYLACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	7/6/18	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	6/21/18	88,000	40,000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 934964 IN ISO TANK SEAL NO.: 934971 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	6/17/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD	6/7/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
2CNTR SHIPPER'S LOAD,COUNT & WEIGHT : (2 TANK) CY / CY P/O : 4501059458 CUSTOMER P/O : 197132 ETHYL ACRYLATE, INHIBITED CLASS 3, UN1919 HS CODE:2916-12-2000, H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919 2CNTR SHIPPER'S LOAD,COUNT & WEIGHT: (2 TANK) CY / CY P/O : 4501059458 CUSTOMER P/O : 197132 ETHYL ACRYLATE, INHIBITED CLASS 3, UN1919 HS CODE:2916-12-2000, H.S. CODE: 291612 IMDG CLASS:	LG CHEM AMERICA INC	LG CHEM LTD.	5/22/18	88,000	40,000	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.	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	5/18/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	5/10/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
P/O : 4501055599 CUS TOMER P/O : 03132018 METHYL A CRYLATE, INHIBITED CLASS 3, U N1919 PACKAGING GROUP:II HS CODE:2916-12-2000 LG PO.45010 55599 MA(MA(METHYL ACRYLATE M ONOMER) METHYL ACRYLATE BUL, K 40,000.000 KG G&W TA NKS COSTOMER PO :03132018 LO T NO: 2M180401B ADDING SEAL NO. GESU8024554/925437/92544 6/925476 SIMU2408009/125106/1 25172/125194 P/O : 4501055599 CUS TOMER P/O : 03132018 METHYL A CRYLATE, INHIBITED CLASS 3, U	LG CHEM AMERICA INC	LG CHEM LTD.	5/10/18	88,184	40,084	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	5/4/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	5/4/18	88,000	40,000	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 918952 IN ISO TANK SEAL NO.: 918994 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
2-ETHYLHEXYL ACRYLATE 2-ETHYLHEXYL ACRYLATE 2-ETHYLHEXYL ACRYLATE 2-ETHYLHEXYL ACRYLATE 2-ETHYLHEXYL ACRYLATE 2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	5/4/18	264,000	120,000	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	SEAL NO.: 004768 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 ISO TANK SEAL NO.: 004764 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	4/28/18	88,000	40,000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	SEAL NO.: 125796 IN ISO TANK SEAL NO.: 125775 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ETHYLACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	4/8/18	44,000	20,000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004178 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 120 ATLANTA ATLANTA US US	128, YEOUI-DAERO,YOUNGDUNGPO-GU SEOUL SEOUL KR
ETHYLACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	4/8/18	44,000	20,000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004000 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, YEOUI-DAERO,YOUNGDUNGPO-GU SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	4/8/18	88,000	40,000	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, YEOUI-DAERO,YOUNGDUNGPO-GU SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	4/8/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ETHYLACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	4/8/18	44,000	20,000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 003990 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	4/1/18	88,000	40,000	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, YEOUI-DAERO,YOUNGDUNGPO-GU SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	4/1/18	88,000	40,000	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, YEOUI-DAERO,YOUNGDUNGPO-GU SEOUL SEOUL KR
ETHYLACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	4/1/18	44,000	20,000	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, YEOUI-DAERO,YOUNGDUNGPO-GU, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	4/1/18	88,000	40,000	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, YEOUI-DAERO,YOUNGDUNGPO-GU SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	3/11/18	88,000	40,000	Pusan	Charleston, South Carolina	MSC LISBON	South Korea	SEAL NO.: 001879 IN ISO TANK SEAL NO.: 001119 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, YEOUI-DAERO,YOUNGDUNGPO-GU SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	3/8/18	46,200	21,000	Pusan	Charleston, South Carolina	ZIM ROTTERDAM	South Korea	SEAL NO.: 930978 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, YEOUI-DAERO,YOUNGDUNGPO-GU, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	3/8/18	46,200	21,000	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, YEOUI-DAERO,YOUNGDUNGPO-GU, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	3/5/18	88,000	40,000	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, YEOUI-DAERO,YOUNGDUNGPO-GU SEOUL SEOUL RE

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METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	2/26/18	88,000	40,000	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, YEOUI-DAERO,YOUNGDUNGPO-GU, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	2/20/18	46,200	21,000	Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 120263 ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, YEOUI-DAERO, YOUNGDUNGPO-GU SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	2/20/18	46,200	21,000	Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 100189 ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	28, YEOUI-DAERO, YOUNG DUNGPO-GU SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	2/16/18	88,000	40,000	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, YEOUI-DAERO,YOUNGDUNGPO-GU, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	2/4/18	88,000	40,000	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	YEOUI-DAERO,YOUNGDUNGPO-GU, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	1/30/18	88,000	40,000	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, YEOUI-DAERO YOUNGDUNGPO-GU SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	1/27/18	88,000	40,000	Pusan	Charleston, South Carolina	E R TIANPING	South Korea	SEAL NO.: 123182 IN ISO TANKS SEAL NO.: 123188 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	,128, YEOUI-DAERO,YOUNGDUNGPO-GU, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	1/25/18	88,000	40,000	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	YEOUI-DAERO,YOUNGDUNGPO-GU, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	1/15/18	88,000	40,000	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	YEOUI-DAERO,YOUNG DUNGPO-GU, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	1/15/18	88,000	40,000	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, YEOUI-DAERO,YOUNGDUNGPO-GU SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	1/8/18	88,000	40,000	Pusan	Charleston, South Carolina	MSC ANTIGUA	South Korea	SEAL NO.: 001340 IN ISO TANKS SEAL NO.: 001339 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	128, YEOUI-DAERO,YOUNGDUNGPO-GU SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	1/8/18	88,000	40,000	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, YEOUI-DAERO,YOUNGDUNGPO-GU, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	12/29/17	88,000	40,000	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	YOUNGDUNGPO-GU, SEOUL, KOREA SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	12/21/17	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO SEOUL SEOUL KR

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ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	12/12/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	12/12/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	12/12/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	12/12/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	12/12/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	12/12/17	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ETHYLACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	12/12/17	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	11/14/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	11/14/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	11/14/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	10/27/17	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	10/27/17	46,200	21,000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 219883 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD	10/24/17	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	10/24/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR

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ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	10/17/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	10/17/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	10/17/17	88,000	40,000	Pusan	Charleston, South Carolina	ZIIM 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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ETHYLACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	10/11/17	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	10/7/17	88,000	40,000	Pusan	Charleston, South Carolina	ZIM SAN DIEGO	South Korea	SEAL NO.: 134274 IN ISO TANKS SEAL NO.: 132270 IN ISO TANKS	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	10/2/17	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM, LTD.	9/23/17	88,000	40,000	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, YEOUI-DAERO, YEONGDEUNGPO- SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM, LTD.	9/20/17	88,000	40,000	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, YEOUI-DAERO, YEONGDEUNGPO-GU SEOUL SEOUL KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	9/3/17	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ETHYLACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	7/18/17	44,000	20,000	Pusan	Charleston, South Carolina	MSC LISBON	South Korea	SEAL NO.: 133586 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YOUNGDUNGPO-GU, SEOUL, KOREA SEOUL SEOUL KR
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	6/7/17	44,000	20,000	Pusan	Charleston, South Carolina	MEMPHIS	South Korea	SEAL NO.: 117735 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	5/30/17	44,000	20,000	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	SEAL NO.: 117879 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	YOUNGDUNGPO-GU, SEOUL, KOREA SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	5/23/17	46,200	21,000	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	SEAL NO.: 121092 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	5/23/17	46,200	21,000	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	SEAL NO.: 128100 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR

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METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	5/23/17	44,000	20,000	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	SEAL NO.: 115734 IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
METHYL ACRYLATE UN 1919 CLASS 3 SHIPPERS OWN ISO TANK CONTAINER HS CODE 291612	LG CHEM AMERICA INC	LG CHEM LTD.	4/29/17	44,000	20,000	Pusan	Charleston, South Carolina	MOL MODERN	South Korea	N/M . . .	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL 404-400-6125 EMAIL ESTHERLELGCHEM.C	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE UN 1919 CLASS 3 HS CODE 291612	LG CHEM AMERICA INC	LG CHEM LTD.	4/29/17	44,000	20,000	Pusan	Charleston, South Carolina	MOL MODERN	South Korea	N/M . .	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL 404-400-6125 EMAIL ESTHERLELGCHEM.C	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE, STABILIZED METHYL ACRYLATE UN 1919 CLASS 3 SHIPPERS OWN ISO TANK CONTAINER HS CODE 291612 TARE WT 3,740 KGS GROSS WT 23,740 KGS, NET WT 20,000 KGS	LG CHEM AMERICA INC	LG CHEM LTD.	3/17/17	44,000	20,000	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.C	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	3/14/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
P/O : 4500906633 CUSTOMER P/O : 31956 METHYL ACRYLATE, INH IBITED CLASS 3, UN1919 PACKA GING GROUP:II HS CODE: 2916-1 2-2000 LG PO. 4500906633 MA(METHYL ACRYLATE MONOMER) METH YL ACRYLATE BULK 20,000.000 KG, SURRENDERED B/L REQUIRED -F REIGHT PREPAID -FREE TANK HIR E TIME OF ISOTANK IS 14DAY -U N&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -D DC PREPAID NATION FORD CHEMIC AL COSTOMER PO :31956 LOT NO :2M170202B	LG CHEM AMERICA INC	LG CHEM LTD.	3/14/17	44,092	20,042	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
P/O : 4500906633 CUSTOMER P/O : 31955 METHYL ACRYLATE, INH IBITED CLASS 3, UN1919 PACKA GING GROUP:II HS CODE: 2916-1 2-2000 LG PO. 4500906633 MA(METHYL ACRYLATE MONOMER) METH YL ACRYLATE BULK 20,000.000 KG, SURRENDERED B/L REQUIRED -F REIGHT PREPAID -FREE TANK HIR E TIME OF ISOTANK IS 14DAY -U N&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -D DC PREPAID NATION FORD CHEMIC AL COSTOMER PO :31955 LOT NO :2M170205B	LG CHEM AMERICA INC	LG CHEM LTD.	3/14/17	44,092	20,042	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@L GCHEM.COM 1-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM LTD.	3/12/17	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	2/24/17	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO, YO UNGDUNGPO-GU, SEOUL , SOUTH KOREA POSTAL:07336
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	2/16/17	44,000	20,000	Pusan	Charleston, South Carolina	COSCO GUANGZHOU	South Korea	NO MARKS	3475 PIEDMONT ROAD NE SUITE 1200 AT LANTA GA, 30305 ATLANTA GA, UNITED STATES 404-400-6125 POSTAL:30305	LG TWIN TOWERS,128, YEOUI-DAERO, SE OUL , SOUTH KOREA POSTAL:07336 ,
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	2/12/17	44,000	20,000	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 TWIN TOWER, 128, YEOUI-DAERO, Y OUNGDUNGPO-GU SEOUL , SOUTH KOREA POSTAL:100-010
P/O : 4500887926 CUSTOMER P/O : 31479 METHYL ACRYLATE, INH IBITED CLASS 3, UN1919 PACKA GING GROUP:II HS CODE:2916-12 -2000 LG PO.4500887926 MA(ME THYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 20,000.000 KG, SURRENDERED B/L REQUIRED -FRE IGHT PREPAID -FREE TANK HIRE TIME OF ISOTANK IS 14DAY -UN& IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -DDC PREPAID NATION FORD CHEMICAL COSTOMER PO:31479 LOT NO:2M 161215B	LG CHEM AMERICA INC	LG CHEM LTD.	1/19/17	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK UTAH	South Korea	IN ISO TANK ---NOTIFY PARTY 2 LG C HEM AMERICA INC 3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TE L:404-400-6125, EMAIL:ESTHERLE@LGCH	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400-6125, 1-4044006125	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
P/O : 4500885930 CUSTOMER P/O : 154653 ACRYLIC, ACID, INH IBITED CLASS 8, UN2218 PACKAG ING GROUP:II HS CODE: 2916.11 .1000 LG PO. 4500885930 AA(A CRYLIC ACID) AA(ACRYLIC ACID) BULK 21,000.000 KG SURRENDER, B/L REQUIRED - FREIGHT PREPAI D -FREE TANK HIRE TIME OF ISO TANK IS 14DAYS -UN&IMO PLACAR DS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -DDC PREPAID 3V SIGMA USA PO. 154653 LOT NO.4SA161120B	LG CHEM AMERICA INC	LG CHEM LTD.	12/21/16	46,297	21,044	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-0000000000 TEL EX 82-32555 05
ACRYLIC ACID UN 2218 CLASS 8(3) SHIPPER'S OWN ISO TANK CON TAINER HS CODE: 291611	LG CHEM AMERICA INC	LG CHEM LTD.	12/21/16	46,297	21,044	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-0000000000 TEL EX 82-32555 05

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P/O : 4500885931 CUSTOMER P/O : 154650 ETHYL ACRYLATE, INHIBITED CLASS 3 UN 1917 PACKA GING GROUP:II HS CODE: 2916.1 2.1000 LG PO. 4500885931 EA(ETHYL ACRYLATE MONOMER) ETHYL ACRYLATE BULK 20,000.000 KG, SURRENDER B/L REQUIRED -FREIG HT PREPAID -FREE TANK HIRE TI ME OF ISOTANK IS 14DAYS -UN&I MO PLACARDS AFFIXED TO ALL 4 S IDES OF ISOTANK(IM101) -DDC PREPAID 3V SIGMA USA PO. 154 650 LOT NO.SE161117A	LG CHEM AMERICA INC	LG CHEM LTD.	12/21/16	44,092	20,042	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-0000000000 TEL EX 82-32555 05
P/O : 4500877443 CUSTOMER P/O : 31309 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACKA GING GROUP:II HS CODE:2916-12 -2000 LG PO.4500877443 MA(ME THYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 20,000.000 KG, SURRENDERED B/L REQUIRED -FRE IGHT PREPAID -FREE TANK HIRE TIME OF ISOTANK IS 14DAY -UN& IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -DDC PREPAID NATION FORD CHEMICAL COSTOMER PO:31309 LOT NO: 2M161102B	LG CHEM AMERICA INC	LG CHEM LTD.	12/6/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND COMET	South Korea	IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305, TEL:404-400-6125 EMAIL:ESTHERLE@LGCHEM.COM 1-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-237736714 TEL EX 82-26317 98
P/O : 4500878004 CUSTOMER P/O : 154340 ACRYLIC, ACID, INHI BITED CLASS 8, UN2218 PACKAG ING GROUP:II HS CODE: 2916.11 .1000 LG PO. 4500878004 AA(A CRYLIC ACID) AA(ACRYLIC ACID) BULK 21,000.000 KG SURRENDER, B/L REQUIRED - FREIGHT PREPAI D -FREE TANK HIRE TIME OF ISO TANK IS 14DAYS -UN&IMO PLACAR DS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -DDC PREPAID 3V SIGMA USA PO. 154340 LOT NO.4SA161020B	LG CHEM AMERICA INC	LG CHEM LTD.	11/24/16	46,297	21,044	Pusan	Charleston, South Carolina	SEA-LAND INTREPID	South Korea	IN ISO TANK --LG CHEM AMERICA INC 3475 PIEDMONT ROAD NE SUITE 1200 AT LANTA GA,30305 TEL: 404-400-6125, EMAIL:ESTHERLE@LGCHEM.C	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305, TEL: 404-400-612 EMAIL:ESTHERLE@LGCHEM.COM 1-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-0000000000 TEL EX 82-32555 05
ACRYLIC ACID UN 2218 CLASS 8 SHIPPER'S OWN ISO TANK CONTAI NER HS CODE: 291611 EXFU0536 586/003213.003297.003194	LG CHEM AMERICA INC	LG CHEM LTD.	11/24/16	46,297	21,044	Pusan	Charleston, South Carolina	SEA-LAND INTREPID	South Korea	N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL: 404-400-6125 1-0000000000	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-0000000000 TEL EX 82-32555 05
P/O : 4500878004 CUSTOMER P/O : 154340 ACRYLIC, ACID, INHI BITED CLASS 8, UN 2218 PACKA GING GROUP:II HS CODE: 2916.1 1.1000 LG PO. 4500878004 AA(ACRYLIC ACID) AA(ACRYLIC ACID) BULK 21,000.000 KG SURRENDE, RED B/L REQUIRED - FREIGHT PRE PAID -FREE TANK HIRE TIME OF ISOTANK IS 14DAYS -UN&IMO PLA CARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -DDC PREPAI D 3V SIGMA USA PO. 154340 L OT NO.4SA161007B	LG CHEM AMERICA INC	LG CHEM LTD.	11/8/16	46,297	21,044	Pusan	Charleston, South Carolina	SEA-LAND CHARGER	South Korea	IN ISO TANK	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL: 404-400-6125 1-0000000000	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGOUNGPO-GU, SEOUL, KOREA POSTAL CODE, 07336 82-0000000000 TEL EX 82-32555 05
P/O : 4500870777 CUSTOMER P/O : 153945 ACRYLIC, ACID, IN HIBITED CLASS 8, UN 2218 PAC KAGING GROUP:II HS CODE: 2916 .11.1000 LG PO. 4500870777 A A(ACRYLIC ACID) GAA(GLACIAL A CRYLIC ACID) BULK 21,000.000 K, G SURRENDERED B/L REQUIRED -FREIGHT PREPAID -FREE TANK HIRE TIME OF ISOTANK IS 14DAYS - UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -DDC PREPAID 3V SIGMA USA PO. 153945 LOT NO.4SA160928B	LG CHEM AMERICA INC	LG CHEM LTD.	11/2/16	46,297	21,044	Pusan	Charleston, South Carolina	SEA LAND RACER	South Korea	N/M	3475 PIEDMONT ROAD NE SUITE 1200, ATLANTA GA, 30305 TEL: 404-400-6125 1-0000000000	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-0000000000 TEL EX 82-32555 05
P/O : 4500870777 CUSTOMER P/O : 153945 ACRYLIC, ACID, INHIBITED CLASS 8, UN 2218 PACKAG ING GROUP:II HS CODE: 2916.11 .1000 LG PO. 4500870777 AA(A CRYLIC ACID) GAA(GLACIAL ACRY LIC ACID) BULK 21,000.000KG S, URRENDER B/L REQUIRED -FREIGH T PREPAID -FREE TANK HIRE TIM E OF ISOTANK IS 14DAYS -UN&IM O PLACARDS AFFIXED TO ALL 4 SI DES OF ISOTANK(IM101) -DDC P REPAID 3V SIGMA USA PO: 1539 45 LOT NO.4SA160921B	LG CHEM AMERICA INC	LG CHEM LTD.	10/25/16	46,297	21,044	Pusan	Charleston, South Carolina	GRASMERE MAERSK	South Korea	IN ISO TANK --LG CHEM AMERICA INC 3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 ATTN: 404-400-6 125, EMAIL: ESTHERLE@LGCHEM.COM	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL: 404-400-6125 1-0000000000	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-0000000000 TEL EX 82-32555 05
P/O : 4500870777 CUSTOMER P/O : 153945 ACRYLIC, ACID, INHIBITED CLASS 8, UN 2218 PACKAG ING GROUP:II HS CODE: 2916.11 .1000 LG PO. 4500870777 AA(A CRYLIC ACID) GAA(GLACIAL ACRY LIC ACID) BULK 21,000.000KG S, URRENDER B/L REQUIRED -FREIGH T PREPAID -FREE TANK HIRE TIM E OF ISOTANK IS 14DAYS -UN&IM O PLACARDS AFFIXED TO ALL 4 SI DES OF ISOTANK(IM101) -DDC P REPAID 3V SIGMA USA PO: 1539 45 LOT NO.4SA160921B	LG CHEM AMERICA INC	LG CHEM LTD.	10/25/16	46,297	21,044	Pusan	Charleston, South Carolina	GRASMERE MAERSK	South Korea	N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL: 404-400-6125 1-0000000000	LG TWIN TOWERS, 128 YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-237736714 TEL EX 82-26317 98
ETHYL ACRYLATE UN 1917 CLASS 3 SHIPPER'S OWN ISO TANK CONT AINER HS CODE: 291612 GESU80 83752/000652.000662.000672	LG CHEM AMERICA INC	LG CHEM LTD.	10/18/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA LAND METEOR	South Korea	N/M	3475 PIEDMONT ROAD NE STE 1200 ATLANTA GA, 30305 ATTN: 404-400-6125 1-0000000000	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-553206012 TEL EX 82-32555 05
P/O : 4500870777 CUSTOMER P/O : 153945 ACRYLIC, ACID, INHIBITED CLASS 8, UN 2218 PACKAG ING GROUP:II HS CODE: 2916.11 .1000 LG PO. 4500870777 AA(A CRYLIC ACID) GAA(GLACIAL ACRY LIC ACID) BULK 21,000.000 KG, SURRENDER B/L REQUIRED -FRE IGHT PREPAID -FREE TANK HIRE TIME OF ISOTANK IS 14DAYS -UN &IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -DD C PREPAID 3V SIGMA USA PO. 1 53945 LOT NO.4SA160912B	LG CHEM AMERICA INC	LG CHEM LTD.	10/18/16	46,297	21,044	Pusan	Charleston, South Carolina	SEA LAND METEOR	South Korea	IN ISO TANK --LG CHEM AMERICA INC 3475 PIEDMONT ROAD NE SUITE 1200 AT LANTA GA, 30305 ATTN: 404-400-6125, EMAIL: ESTHERLE@LGCHEM.COM	3475 PIEDMONT ROAD NE STE 1200 ATLANTA GA, 30305 ATTN: 404-400-612 EMAIL: ESTHERLE@LGCHEM.	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-553206012 TEL EX 82-32555 05
METHYL ACRYLATE UN 1919 CLASS 3 SHIPPER'S OWN ISO TANK CON TAINER HS CODE: 291612	LG CHEM AMERICA INC	LG CHEM LTD.	10/2/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND COMET	South Korea	N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400-6125, 1-0000000000	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-553206012 TEL EX 82-3255505
METHYL ACRYLATE UN 1919 CLASS 3 SHIPPER'S OWN ISO TANK CON TAINERS HS CODE: 291612 RFCU 8214600/212852.212869.211178	LG CHEM AMERICA INC	LG CHEM LTD.	10/2/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND COMET	South Korea	N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400-6125, 1-0000000000	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-553206012 TEL EX 82-3255505
METHYL ACRYLATE UN 1919 CLASS 3 SHIPPER'S OWN ISO TANK CON TAINER HS CODE: 291612 GESU8 087953/212812.212865.212818.16 04362	LG CHEM AMERICA INC	LG CHEM LTD.	10/2/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND COMET	South Korea	N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400-6125, 1-0000000000	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-553206012 TEL EX 82-3255505
METHYL ACRYLATE UN 1919 CLASS 3 SHIPPER'S OWN ISO TANK CON TAINER HS CODE: 291612 UTTU2 534114/212822.212853.212823.46 7841	LG CHEM AMERICA INC	LG CHEM LTD.	10/2/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND COMET	South Korea	N/M	3475 PIEDMONT ROAD NE SUITE 1200 ATLANTA GA, 30305 TEL:404-400-6125, 1-0000000000	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-553206012 TEL EX 82-3255505

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	8/25/16	44,000	20,000	Pusan	Charleston, South Carolina	YM UTMOST	South Korea	NO MARKS	. 3475 PIEDMONT ROAD NE SUITE 1200 AT .	. LG TWIN TOWERS,128, YEOUI-DAERO, YO .
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	8/25/16	44,000	20,000	Pusan	Charleston, South Carolina	YM UTMOST	South Korea	NO MARKS	. 3475 PIEDMONT ROAD NE SUITE 1200 AT .	. LG TWIN TOWERS,128, YEOUI-DAERO, YO .
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	8/25/16	44,000	20,000	Pusan	Charleston, South Carolina	YM UTMOST	South Korea	NO MARKS	. 3475 PIEDMONT ROAD NE SUITE 1200 AT .	. LG TWIN TOWERS,128, YEOUI-DAERO, YO .
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	8/19/16	44,000	20,000	Pusan	Charleston, South Carolina	COSCO BEIJING	South Korea	NO MARKS	. 3475 PIEDMONT ROAD NE SUITE 1200 AT .	. LG TWIN TOWERS,128, YEOUI-DAERO, YO .
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	8/19/16	44,000	20,000	Pusan	Charleston, South Carolina	COSCO BEIJING	South Korea	NO MARKS	. 3475 PIEDMONT ROAD NE SUITE 1200 AT .	. LG TWIN TOWERS,128, YEOUI-DAERO, YO .
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	8/19/16	44,000	20,000	Pusan	Charleston, South Carolina	COSCO BEIJING	South Korea	NO MARKS	. 3475 PIEDMONT ROAD NE SUITE 1200 AT LANTA GA, 30305 USA TEL 404-400-612 TE5, EMAIL ESTHERLE@LGCHEM.	. LG TWIN TOWERS,128, YEOUI-DAERO, YO .
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	8/19/16	44,000	20,000	Pusan	Charleston, South Carolina	COSCO BEIJING	South Korea	NO MARKS	. 3475 PIEDMONT ROAD NE SUITE 1200 AT LANTA GA, 30305 USA TEL 404-400-612 TE5, E	. LG TWIN TOWERS,128, YEOUI-DAERO, YO UNGDUNGPO-GU, SEOUL, KOREA POSTAL C TEODE. 07336
NPG	LG CHEM AMERICA INC	LG CHEM LTD	6/26/16	44,000	20,000	Pusan	Charleston, South Carolina	CUCKOO HUNTER	South Korea	NM	3475 PIEDMONT RD NE SUITE 1200 ATLANTA GA 30305 12TH FLOOR USA TE404 400 6125	128 YEOUI DEARO YOUNGDUNGPO GU SEOUL KOREA 07336
NPG	LG CHEM AMERICA INC	LG CHEM LTD	6/26/16	44,000	20,000	Pusan	Charleston, South Carolina	CUCKOO HUNTER	South Korea	NM	3475 PIEDMONT RD NE SUITE 1200 ATLANTA GA 30305 12TH FLOOR USA TE404 400 6125	128 YEOUI DEARO YOUNGDUNGPO GU SEOUL KOREA 07336
NPG	LG CHEM AMERICA INC	LG CHEM LTD	6/26/16	44,000	20,000	Pusan	Charleston, South Carolina	CUCKOO HUNTER	South Korea	NM	3475 PIEDMONT RD NE SUITE 1200 ATLANTA GA 30305 12TH FLOOR USA TE404 400 6125	128 YEOUI DEARO YOUNGDUNGPO GU SEOUL KOREA 07336
NPG	LG CHEM AMERICA INC	LG CHEM LTD	6/26/16	44,000	20,000	Pusan	Charleston, South Carolina	CUCKOO HUNTER	South Korea	NM	3475 PIEDMONT RD NE SUITE 1200 ATLANTA GA 30305 12TH FLOOR USA TE404 400 6125	128 YEOUI DEARO YOUNGDUNGPO GU SEOUL KOREA 07336
NPG	LG CHEM AMERICA INC	LG CHEM LTD	6/26/16	44,000	20,000	Pusan	Charleston, South Carolina	CUCKOO HUNTER	South Korea	NM	3475 PIEDMONT RD NE SUITE 1200 ATLANTA GA 30305 12TH FLOOR USA TE404 400 6125	128 YEOUI DEARO YOUNGDUNGPO GU SEOUL KOREA 07336
NPG	LG CHEM AMERICA INC	LG CHEM LTD	6/26/16	44,000	20,000	Pusan	Charleston, South Carolina	CUCKOO HUNTER	South Korea	NM	3475 PIEDMONT RD NE SUITE 1200 ATLANTA GA 30305 12TH FLOOR USA TE404 400 6125	128 YEOUI DEARO YOUNGDUNGPO GU SEOUL KOREA 07336
NPG	LG CHEM AMERICA INC	LG CHEM LTD	6/26/16	44,000	20,000	Pusan	Charleston, South Carolina	CUCKOO HUNTER	South Korea	NM	3475 PIEDMONT RD NE SUITE 1200 ATLANTA GA 30305 12TH FLOOR USA TE404 400 6125	128 YEOUI DEARO YOUNGDUNGPO GU SEOUL KOREA 07336

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PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
NPG	LG CHEM AMERICA INC	LG CHEM LTD	6/26/16	44,000	20,000	Pusan	Charleston, South Carolina	CUCKOO HUNTER	South Korea	NM	3475 PIEDMONT RD NE SUITE 1200 ATLANTA GA 30305 12TH FLOOR USA TE404 400 6125	128 YEOUI DEARO YOUNGDUNGPO GU SEOUL KOREA 07336
METHYL ACRYLATE CLASS 3 UN 1919 SHIPPERS OWN ISOTANK CONTAINER METHYL ACRYLATE CLASS 3 UN 1919 SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA INC	LG CHEM , LTD	10/2/15	88,000	40,000	Pusan	Charleston, South Carolina	MOL EMPIRE	South Korea	N/M . .N/M . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWER , 128 YEOUI-DAERO, YEONGDEUNGPO-GU SEPUL, KOREA 150-721
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM INC	10/28/13	44,000	20,000	Pusan	Charleston, South Carolina	HANJIN BUENOS AIRES	South Korea	NO MARKS	. 910 SYLVAN AVENUE ENGLEWOOD CLIFFS J 07632USA	. LG TWIN TOWER 20 YOIDO DONG YOUNGDE NG PO GU SEOUL KOREA
METHYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM INC	10/28/13	44,000	20,000	Pusan	Charleston, South Carolina	HANJIN BUENOS AIRES	South Korea	NO MARKS	. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS J 07632USA	. LG TWIN TOWER 20 YOIDO DONG YOUNGDE NG PO GU SEOUL KOREA
ACRYLIC ACID	LG CHEM AMERICA INC	LG CHEM INC	10/28/13	44,000	20,000	Pusan	Charleston, South Carolina	HANJIN BUENOS AIRES	South Korea	NO MARKS	. 910 SYLVAN AVENUE ENGLEWOOD CLIFFS J 07632USA	. LG TWIN TOWER 20 YOIDO DONG YOUNGDE NG PO GU SEOUL KOREA
2-ETHYLHEXYL ACRYLATE, INHIBITED	LG CHEM AMERICA INC	LG CHEM LTD	8/25/07	44,000	20,000	Pusan	Charleston, South Carolina	CHANG JIAN BRIDGE	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
2 ETHYL HEXYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD.	8/18/07	132,000	60,000	Pusan	Charleston, South Carolina	YM COLOMBO	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFSN J 07632 U.S.A	.20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
2 ETHYL HEXYL ACRYLTE	LG CHEM AMERICA INC	LG CHEM LTD	7/21/07	88,000	40,000	Pusan	Charleston, South Carolina	HANJIN PORTLAND	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
2 ETHYL HEXYL ACRYLTE	LG CHEM AMERICA INC	LG CHEM LTD	6/30/07	44,000	20,000	Pusan	Charleston, South Carolina	CHANG JIANG BRRIDGE	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
2 ETHYL HEXYL ACRYLTE	LG CHEM AMERICA INC	LG CHEM LTD	6/30/07	44,000	20,000	Pusan	Charleston, South Carolina	CHANG JIANG BRRIDGE	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
2 ETHYL HEXYL ACRYLTE	LG CHEM AMERICA INC	LG CHEM LTD	6/30/07	132,000	60,000	Pusan	Charleston, South Carolina	CHANG JIANG BRRIDGE	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
2-ETHYLHEXYL ACRYLATE, INHIBITED	LG CHEM AMERICA INC	LG CHEM LTD	6/23/07	44,000	20,000	Pusan	Charleston, South Carolina	HANJIN PHOENIX	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
2-ETHYLHEXYL ACRYLATE, INHIBITED	LG CHEM AMERICA INC	LG CHEM LTD	6/16/07	44,000	20,000	Pusan	Charleston, South Carolina	HANJIN PHILADELPHIA	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
2 ETHYL HEXYL ACRYLTE	LG CHEM AMERICA INC	LG CHEM LTD	6/2/07	88,000	40,000	Pusan	Charleston, South Carolina	BAUHINIA BRIDGE	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721

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2 ETHYL HEXYL ACRYLTE	LG CHEM AMERICA INC	LG CHEM LTD	5/3/07	88,000	40,000	Pusan	Charleston, South Carolina	HANJIN PRAHA	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
2 ETHYL HEXYL ACRYLTE	LG CHEM AMERICA INC	LG CHEM LTD	4/19/07	132,000	60,000	Pusan	Charleston, South Carolina	HANJIN PHILADELPHIA	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS. NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
BUTYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD	2/1/07	132,000	60,000	Pusan	Charleston, South Carolina	HANJIN PORTLAND	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS. NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
ETHYL HEXYL ACRYLTE	LG CHEM AMERICA INC	LG CHEM LTD	2/1/07	132,000	60,000	Pusan	Charleston, South Carolina	HANJIN PORTLAND	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS. NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
ETHYL HEXYL ACRYLTE	LG CHEM AMERICA INC	LG CHEM LTD	1/8/07	88,000	40,000	Pusan	Charleston, South Carolina	HANJIN PHOENIX	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS. NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
BUTYL ACRYLATE	LG CHEM AMERICA INC	LG CHEM LTD	1/8/07	88,000	40,000	Pusan	Charleston, South Carolina	HANJIN PHOENIX	South Korea	NO MARKS	.920 SYLVAN AVENUE ENGLEWOODCLIFFS. NJ 07632	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721
P/O : 4501055598 CUS TOMER P/O : 03132019 ETHYL AC RYLATE, INHIBITED CLASS 3 UN 1917 PACKING GROUP:II HS CO DE:2916-12-1000 LG PO.4501055 598 EA(ETHYL ACRYLATE MONOMER) ETHYL ACRYLATE BULK, 60,000.000 KG G&W TANKS C OSTOMER PO :03132019 LOT NO: SE180402B ADDING SEAL NO. CRXU8692460/003560/003568/0035 78 CXTU1027930/003508/003593/ 003594 EXFU0598187/125605/125 608/125663 P/O : 4501055598 CUS TOMER P/O : 03132019	LG CHEM AMERICA INC 3475	LG CHEM LTD. LG TWIN TOWERS,	5/10/18	132,277	60,126	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, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-553206012 TEL EX 82-32555 05
METHYL ACRYLATE MA (METHYL ACRYLATE) UN 1919 CLASS 3 HS CODE 2916.12 S.O.C METHYL ACRYLATE MA (METHYL ACRYLATE) UN 1919 CLASS 3 HS CODE 2916.12 S.O.C	LG CHEM AMERICA INC.	LG CHEM , LTD	1/29/19	88,000	40,000	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.CO	LG TWIN TOWERS , 128, YEOUI-DAERO, YOUNGDUNGPO-GU SEOUL, KOREA POSTAL CODE 07336
METHYL ACRYLATE MA (METHYL ACRYLATE) UN 1919 CLASS 3 HS CODE 2916.12 S.O.C METHYL ACRYLATE MA (METHYL ACRYLATE) UN 1919 CLASS 3 HS CODE 2916.12 S.O.C	LG CHEM AMERICA INC.	LG CHEM , LTD	1/21/19	88,000	40,000	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/JENNYCHO1LGC HEM.COM TEL 404-	LG TWIN TOWERS , 128, YEOUI-DAERO, YOUNGDUNGPO-GU SEOUL, KOREA POSTAL CODE 07336
ACRYLIC ACID AA (ACRYLIC ACID) UN 2218 CLASS 8 HS CODE 2916.11 S.O.C	LG CHEM AMERICA INC.	LG CHEM , LTD	1/21/19	46,200	21,000	Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA ATTN JEENY CHO/JENNYCHO1LGC HEM.COM TEL 404-	LG TWIN TOWERS , 128, YEOUI-DAERO, YOUNGDUNGPO-GU SEOUL, KOREA POSTAL CODE 07336
BUTYL ACRYLATE BA (BUTYL ACRYLATE) UN 2348 CLASS 3 HS CODE 2916.12 S.O.C	LG CHEM AMERICA INC.	LG CHEM , LTD	11/14/18	44,000	20,000	Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA, 30305 USA ATTN JEENY CHO/JENNYCHO1LGC HEM.COM TEL 404-	LG TWIN TOWERS , 128, YEOUI-DAERO, YOUNGDUNGPO-GU SEOUL, KOREA POSTAL CODE 07336
P/O : 4500983001 CU STOMER P/O : P9143-7 HS CODE :3903905000 ABS XR401-D92658 16,000.00 0 KG -ACRYLONITRILE-BUTADIEN E-STYRENE (ABS) RESIN .	LG CHEM AMERICA INC.	LG CHEM, LTD.	12/12/17	35,435	16,107	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500952790 CUSTOMER P/O : A1-101623 STYRENE BUTADIENE STYRENE SBS PRODUCT GROUP, SBS LG411W 20KG PAPER BAG 19,700.0KG CONTACT PERSON : JIM BURROWS TEL : 863-508-1682 TEL : 1-678-628-9590 EMAIL : SPYUN LGCHEM.COM HS CODE : 4002. 19. 0000	LG CHEM AMERICA INC.	LG CHEM, LTD.	10/24/17	43,881	19,946	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS SEOUL SOUTH KOREA 150-071
P/O : 4500959993 CU STOMER P/O : 771686-000-OP H S CODE:3903300000 ABS HI121H-N P 32,000.000 KG -- - TEL: 678-984-5714 ---- TEL : 678-984-5714 P/O : 4500959993 CU STOMER P/O : 771686-000-OP H S CODE:3903300000 ABS HI121H-N P 32,000.000 KG -- - TEL: 678-984-5714 ---- TEL : 678-984-5714	LG CHEM AMERICA INC.	LG CHEM LTD	8/28/17	70,870	32,214	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 YOIDO DONG, YOUNGDUNGPO GU, LG TWIN TOWERS, SEOUL 82-553206012 TEL EX 82-32555 05

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
METHYL ACRYLATE CLASS 3, UN1919 SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA INC.	LG CHEM LTD	10/29/15	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI UNITY	South Korea	N/M . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS,128,YEOUI-DAERO, YOUNG DONG PO-GU,SEOUL,KOREA
METHYL ACRYLATE CLASS 3, UN1919 SHIPPERS OWN ISOTANK CONTAINER METHYL ACRYLATE CLASS 3, UN1919 SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA INC.	LG CHEM ,LTD.	9/17/15	88,000	40,000	Pusan	Charleston, South Carolina	MOL EXCELLENCE	South Korea	N/M . .N/M . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS,20,YOIDO-DONG YOUNGDUNGPO-GU, SEOUL,KOREA
METHYL ACRYLATE, STABILIZED 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,500 KGS TARE WEIGHT 3,500 KGS	LG CHEM AMERICA INC.	LG CHEM LTD	3/27/15	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI GOODWILL	South Korea	NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS,128,YEOUI-DAERO, YOUNG DONG PO-GU,SEOUL,KOREA 150-721
METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 15,850 KGS TARE WEIGHT 4,150 KGS	LG CHEM AMERICA INC.	LG CHEM LTD	3/27/15	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI GOODWILL	South Korea	NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS,128,YEOUI-DAERO, YOUNG DONG PO-GU,SEOUL,KOREA 150-721
METHYL ACRYLATE, STABILIZED 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,260 KGS TARE WEIGHT 3,740 KGS	LG CHEM AMERICA INC.	LG CHEM LTD	12/30/14	44,000	20,000	Port Bustamante	Charleston, South Carolina	HYUNDAI VOYAGER	Jamaica	NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS,128,YEOUI-DAERO, YOUNG DONG PO-GU,SEOUL,KOREA 150-721
METHYL ACRYLATE, STABILIZED 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,540 KGS TARE WEIGHT 3,460 KGS	LG CHEM AMERICA INC.	LG CHEM LTD	12/30/14	44,000	20,000	Port Bustamante	Charleston, South Carolina	HYUNDAI VOYAGER	Jamaica	NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS,128,YEOUI-DAERO, YOUNG DONG PO-GU,SEOUL,KOREA 150-721
P/O: 4500696384 CUSTOMER P/O: 144247 ACRYLIC ACID, INHIBIT ED CLASS 8, UN 2218 PACKAGIN G GROUP: II AA(ACRYLIC ACID) HIGH PURITY ACRYLIC ACID BULK 20, 000.000	LG CHEM AMERICA INC.	LG CHEM LTD.	10/30/14	44,092	20,042	Shanghai	Charleston, South Carolina	DS KINGDOM	China	IN BULK	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN:AARON WEISS TEL:201-816-2968 1-2818531000 TEL EX 1-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-25184706 TEL EX 82-51469 47
20.00 MT OF ACRYLIC ACID . IN HIBITED CLASS 8, UN 2218 PAC KING GROUP : II AA(ACRYLIC AC ID) HIGH PURITY ACRYLIC ACID BULK 20,000.00 KG - F REE TANK HIRE TIME ISOTANK IS 14 DAYS - UN&IMO PLACARDS AFF IXED TO ALL 4 SIDES OF ISOTANK (IM101) - DCC PREPAID	LG CHEM AMERICA INC.	LG CHEM LTD.	10/23/14	44,092	20,042	Shanghai	Charleston, South Carolina	NORTHERN JASPER	China	N/M	920 SYLVAN AVENUE., STREET. RANCHO DOMINGUEZ, CA 90220 TEL: 310-667-4800, FAX: 310-667-488 1-2018162000 TEL	LG TWIN TOWER, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-37731114 TEL EX 82-32555 05
ACRYLIC ACID	LG CHEM AMERICA INC.	LG CHEM LTD.	10/15/14	44,000	20,000	Pusan	Charleston, South Carolina	VIRGINIA BRIDGE	South Korea	NO MARKS	. 920 SYLVAN AVENUE., ENGLEWOOD CLIFF S, NJ 07632 U.S.A. ATTN AARON WEIS	. LG TWIN TOWERS,128, YEOUI-DAERO, YO UNGDUNGPO-GU, SEOUL, KOREA 150-721
P/O : 4500562900 CUSTOMER P/O : 22526 METHYL ACRYLATE,INHI BITED CLASS 3.2,UN1919 PACKI NG GROUP :II MA(METHYL ACRYLA TE MONOMER) 99.5%MIN 20,000 .000KG *NA&IMO PLACARDS AFF IXED TO ALL 4 SIDES OF ISOTAN K(IM101) TANK NO & SEAL NO SIMU2542065/902361/902384/9 02400	LG CHEM AMERICA INC., 920SYLVAN	LG CHEM. LTD	2/20/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK GIRONDE	South Korea	AS PER LABEL	AVENUE., ENGLEWOOD CLIFFS. NJ 07532 U.S.A. ATTN: AARON WEISS TEL: 201-816-2968 1-2018162000 TEL EX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 05
P/O : 4501174390 CUSTOMER P/O : 4500196916 SYNTHETIC RUBBE R NBR 2875 18,900.000 KG -- KAREN MOORE +1-828-464-5880 EXT. 121900 KAREN.T.MOORE@ARM ACELL.COM FAX: +1-828-210-086 6	LG CHEM AMERICA,	LG CHEM, LTD.	2/8/19	43,254	19,661	Pusan	Charleston, South Carolina	ZIM CHICAGO	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TWIN TOWERS, 128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL 07336, KOREA 82-553206012 TEL EX 82-32555 05
P/O : 4501150392 CUSTOMER P/O : 4500196916 SYNTHETIC RUBBE R NBR 2875 18,900.000 KG -- KAREN MOORE +1-828-464-5880 EXT. 121900 KAREN.T.MOORE@ARM ACELL.COM FAX: +1-828-210-086 6	LG CHEM AMERICA,	LG CHEM, LTD.	1/3/19	43,254	19,661	Ningpo	Charleston, South Carolina	TIANJIN	China	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TWIN TOWERS, 128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL 07336, KOREA 82-553206012 TEL EX 82-32555 05
P/O : 4501150392 CUSTOMER P/O : 4500196916 SYNTHETIC RUBBE R NBR 2875 18,900.000 KG -- KAREN MOORE +1-828-464-5880 EXT. 121900 KAREN.T.MOORE@ARM ACELL.COM FAX: +1-828-210-086 6	LG CHEM AMERICA,	LG CHEM, LTD.	1/3/19	43,254	19,661	Ningpo	Charleston, South Carolina	TIANJIN	China	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TWIN TOWERS, 128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL 07336, KOREA 82-553206012 TEL EX 82-32555 05
P/O : 4501144020 CUSTOMER P/O : 4500196916 SYNTHETIC RUBBE R NBR 2875 18,900.000 KG -- KAREN MOORE +1-828-464-5880 EXT. 121900 KAREN.T.MOORE@ARM ACELL.COM FAX: +1-828-210-086 6	LG CHEM AMERICA,	LG CHEM, LTD.	12/4/18	43,254	19,661	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	LG TWIN TOWERS, 128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL 07336, KOREA 82-553206012 TEL EX 82-32555 05

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
SAID TO CONTAIN P-O - 4501036650 CUSTOMER P-O - 5500004747 HS CODE-3903905000 ABS XR401-D92658 16,000.000 KG .	LG CHEM AMERICA,	LG CHEM, LTD.	3/26/18	35,361	16,073	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
SAID TO CONTAIN P-O - 4501026889 CUSTOMER P-O - 5500004747 HS CODE-3903905000 ACRYLONITRILE BUTADIENE STYRENE XR401-D92658 16 ,000.000 KG, T - 780-431-2112	LG CHEM AMERICA,	LG CHEM, LTD.	3/22/18	35,361	16,073	Pusan	Charleston, South Carolina	CMA CGM MELISANDE	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-404-400-6112	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501026889 CUSTOMER P/O : 5500004747 HS CODE:3903905000 ABS XR401-D92658 16,000.0, KG SHIP TO: 4028 101 STREET, EDMONTON, AB, T6E0A5, CANADA T : 780-431-2112 . ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA,	LG CHEM, LTD.	3/2/18	35,361	16,073	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501026889 CUSTOMER P/O : 5500004747 HS CODE:3903905000 ABS XR401-D92658 16,000.0, KG SHIP TO: 4028 101 STREET, EDMONTON, AB, T6E0A5, CANADA T : 780-431-2112 . ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA,	LG CHEM, LTD.	2/20/18	35,361	16,073	Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200 ATLANTA, GA 30305 1-404-400-6112	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
SAID TO CONTAIN P-O - 4501020374 CUSTOMER P-O - 4500175072 SYNTHETIC RUBBER NBR 2875 35KG SR GREEN BOX 18,900.000 KG --, TEL- -1-919-304-3846 EXT-111900 EMAIL- MICHAEL.M.KANE@ARMACELL.COM MICHEL.M.KANE@ARMACELL.COM	LG CHEM AMERICA,	LG CHEM, LTD.	2/6/18	43,296	19,680	Pusan	Charleston, South Carolina	EVER LEADER	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500897383 CUSTOMER P/O : 4501059460 BR1280M9 : ITEM CODE CE16051018 SYNTHETIC RUBBER, BR 1280 18,900.000 KG JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	LG CHEM AMERICA,	LG CHEM, LTD	2/10/17	45,804	20,820	Pusan	Charleston, South Carolina	MOL MAJESTY	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500894308 CUSTOMER P/O : 4501052100 SBR1783 : ITEM CODE CE16051018 SYNTHETIC RUBBER, SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	LG CHEM AMERICA,	LG CHEM, LTD	1/16/17	45,804	20,820	Pusan	Charleston, South Carolina	MOL MOTIVATOR	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500894308 CUSTOMER P/O : 4501052100 SBR1783 : ITEM CODE CE16051018 SYNTHETIC RUBBER, SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	LG CHEM AMERICA,	LG CHEM, LTD	1/16/17	45,804	20,820	Pusan	Charleston, South Carolina	MOL MOTIVATOR	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500861953 CUSTOMER P/O : 4501010109-4 SBR1783 : ITEM CODE CE16051018 SYNTHETIC RUBBER, SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	LG CHEM AMERICA,	LG CHEM, LTD	9/14/16	45,804	20,820	Pusan	Charleston, South Carolina	MOL MAXIM	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500861954 CUSTOMER P/O : 4501016803-1 SBR1783 : ITEM CODE CE16051018 SYNTHETIC RUBBER, SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	LG CHEM AMERICA,	LG CHEM, LTD	9/14/16	45,804	20,820	Pusan	Charleston, South Carolina	MOL MAXIM	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500850370 CUSTOMER P/O : 4501010109 SBR1783 : ITEM CODE CE16051018 SYNTHETIC RUBBER, SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	LG CHEM AMERICA,	LG CHEM, LTD	8/24/16	45,804	20,820	Pusan	Charleston, South Carolina	MOL MOTIVATOR	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500850370 CUSTOMER P/O : 4501010109 SBR1783 : ITEM CODE CE16051018 SYNTHETIC RUBBER, SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	LG CHEM AMERICA,	LG CHEM, LTD	8/17/16	45,804	20,820	Pusan	Charleston, South Carolina	MOL MATRIX	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500850370 CUSTOMER P/O : 4501010109 SBR1783 : ITEM CODE CE16051018 SYNTHETIC RUBBER, SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	LG CHEM AMERICA,	LG CHEM, LTD	8/17/16	45,804	20,820	Pusan	Charleston, South Carolina	MOL MATRIX	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA
2TANKS OF P/O : 45100127495 CUSTOMER P/O : 1845 2-ETHYLHEXYL-ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993 PACKAGING GROUP:III FLASH POINT : 75 80C (C.C.), 91C (O. FREIGHT PREPAID NA IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISO DDC PREPAID H.S. CODE: 2916124000	LG CHEM AMERICA,	LG CHEM LTD.	12/29/07	88,000	40,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A	LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 INCHON, SOUTH KOREA

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
2TANKS OF P/O : 4500127494 CUSTOMER P/O : 1844 2-ETHYLHEXYL-ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993 PACKAGING GROUP:III FLASH POINT:75 80C(C3C), 91C(O.C) FREIGHT PREPAID H.S. CODE: 2916124000 ETHYL HEXYL ACRYLATE	LG CHEM AMERICA,	LG CHEM LTD.	12/15/07	88,000	40,000	Pusan	Charleston, South Carolina	MOL VISION	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2ETHYL HEXYL ACRYLATE HS CODE: 2916.12 SHIPPER`S OWN ISO TANK CONTAINER 2ETHYL HEXYL ACRYLATE HS CODE: 2916.12 SHIPPER`S OWN ISO TANK CONTAINER 2ETHYL HEXYL ACRYLATE HS CODE: 2916.12 SHIPPER`S OWN ISO TANK CONTAINER 2ETHYL HEXYL ACRYLATE HS CODE: 2916.12 SHIPPER`S OWN ISO TANK CONTAINER 2ETHYL HEXYL ACRYLATE HS CODE: 2916.12 SHIPPER`S OWN ISO TANK CONTAINER	LG CHEM AMERICA, INC	LG CHEM LTD.	12/16/18	267,859	121,754	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.C	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDEUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
ACRYLIC ACID	LG CHEM AMERICA, INC	LG CHEM LTD.	11/11/18	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
N-BUTYL ACRYLATE, INHIBITE D	LG CHEM AMERICA, INC	LG CHEM LTD.	10/21/18	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA, INC	LG CHEM LTD.	4/8/18	44,000	20,000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004597 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, ATLANTA, US US	128, YEOUI-DAERO,YOUNGDUNGPO-GU SEOUL SEOUL KR
P/O : 4501002204 CUSTOMER P/O : P9143-8 HS CODE:3903905000 ABS XR401-D92658 16,000.000	LG CHEM AMERICA, INC	LG CHEM, LTD.	1/30/18	35,435	16,107	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4501002204 CU STOMER P/O : P9143-8 HS CODE : 3903300000 ABS XR401-D9265 8 16,000.0 00 KG -ACRYLONITRILE-BUTADIE NE-STYRENE (ABS) RESIN .	LG CHEM AMERICA, INC	LG CHEM, LTD.	1/15/18	35,435	16,107	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-8223771268 TEL EX 82-32555 07
15 BOX P/O _ 4501012737 CUSTOMER P/O _ 4501012737 SYNTHETIC RUBBER NBR 2875 35KG SR GREEN BOX 18,900.000 K G, H.S CODE 4002590000 . __ TEL_ +1-919-304-3846 EXT_ 111900 EMAIL_ MICHAEL.M.KANE@ARMACELL.COM MICHEL.M.KANE@ARMACELL.COM	LG CHEM AMERICA, INC	LG CHEM, LTD	1/12/18	43,296	19,680	Pusan	Charleston, South Carolina	MOL MANEUVER	South Korea	15 BOX P/O _ 4501012737 CUSTOMER P/O _ 4501012737 SYNTHETIC RUBBER NBR 2875 35KG SR GREEN BOX 18,900.000 K G H.S CODE 4002590000 . __ TEL_ +1-919-	2400 LAKEVIEW PKWY STE 580 ALPHARET 30009 USA	128, YEOUI-DAERO, YEONGDEUNGPO-GU,
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500922948 CUSTOMER P/O : P9143 HS CODE:3903300000 ABS XR401-D92658 16,000.0, KG ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA, INC	LG CHEM, LTD.	4/12/17	35,361	16,073	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
ETHYLACRYLATE	LG CHEM AMERICA, INC	LG CHEM LTD.	5/12/16	44,000	20,000	Pusan	Charleston, South Carolina	APL OMAN	South Korea	SEAL NO.: 001844 IN ISO TANK	2400 LAKEVIEW PARKWAY SUITE 580 ALPHARETTA ALPHARETTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
EPS RESIN HS CODE : 3903110000	LG CHEM AMERICA, INC	LG CHEM, LTD.	11/15/08	36,047	16,385	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	AS PER LABEL	920 SYLVAN AVE., ENGLEWOOD CLIFFS, NJ 07632, USA ATTN:HANRIET BARGAMIAN TEL:201-816-2311	LG TWIN TOWERS, 20, YOIDO-DONG, YOUGNDUNGPO-GU, SEOUL, 150-721, KOREA
BUTYL ACRYLATE BA (BUTYL ACRYLATE) UN 2348 CLASS 3 HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	2/5/19	44,000	20,000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN BONA CHANG / BCHANGLGCHEMXXX	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
BUTYL ACRYLATE BA (BUTYL ACRYLATE) UN 2348 CLASS 3 HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	2/5/19	44,000	20,000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN BONA CHANG / BCHANGLGCHEMXXX	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
ACRYLIC ACID AA (ACRYLIC ACID) UN 2218 CLASS 8 HS CODE 2916.11 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	2/5/19	46,200	21,000	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.CO	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336

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PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
ETHYL ACRYLATE EA (ETHYL ACRYLATE) UN 1917 CLASS 3 HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/29/19	44,000	20,000	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.CO	LG TWIN TOWER 128 YEOUI-DAERO, YEONGDEUNGPO-GU SEOUL POSTAL CODE 07336, KOREA
2ETHYL HEXYL ACRYLATE HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/29/19	44,000	20,000	Pusan	Charleston, South Carolina	MOL MODERN	South Korea	NO MARKS . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL 1-404-400-6125 BCHANLGCHEM.COM	LG TWIN TOWER,128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL , KOREA POSTAL COSE.07336
METHYL ACRYLATE MA (METHYL ACRYLATE) UN 1919 CLASS 3 HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/29/19	44,000	20,000	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.CO	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/13/19	88,000	40,000	Pusan	Charleston, South Carolina	ZIM NINGBO	South Korea	SEAL NO.: 09476 IN ISO TANK SEAL NO.: 109496 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
BUTYL ACRYLATE, INHIBITED P/O : 4501152216 CUSTOMER P/O : 10162022 BUTYL ACRYLATE, INHI BITED CLASS 3, UN2348 PACKAG ING GROUP:III HS CODE:2916-12 - 3000 LG PO.4501152216 BA(BU TYL ACRYLATE MONOMER) BA (BUT, YL ACRYLATE) BULK 100,000.000 KG SURRENDERED B/L REQUIRED -FREIGHT PREPAID G&W TANKS COSTOMER PO#:10162022 LOT NO :SB181122A BUTYL ACRYLATE, INHIBITED P/O : 4501152216 CUSTOMER P/O : 10162022 BUTYL ACRYLATE, INHI BITED CLASS 3,	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/8/19	220,462	100,210	Pusan	Charleston, South Carolina	MSC CHICAGO	South Korea	IMOU3051637/011523/011506/0 11600 RF CU8210591/010719/010754/010758 ITTU 1055141/010221/010223/010242 SEGU80	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA ATTN:BONA CHANG / 1-4044006125	LG TWIN TOWERS,128,YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/3/19	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/16/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/15/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/10/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
P/O : 4501148364 CUSTOMER P/O : 4501228798 SYNTHETIC RUBBER BR 1280 18,900.000 KG HS CODE : 4002209000	LG CHEM AMERICA, INC.	LG CHEM, LTD	12/10/18	50,992	23,178	Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL KOREA
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/1/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
METHYL ACRYLATE, INHIBITED P/ O : 4501136732 CUSTOMER P/O : 210611 CLASS 3, UN1919 PACK AGING GROUP:II HS CODE:2916-1 2-2000 LG PO.4501136732 MA(M ETYL ACRYLATE MONOMER) MA (ME THYL ACRYLATE) BULK 40,000.000, KG SI GROUP,INC. COSTOMER P O#:210611 LOT NO:2M180816B METHYL ACRYLATE, INHIBITED P/ O : 4501136732 CUSTOMER P/O : 210611 CLASS 3, UN1919 PACK AGING GROUP:II HS CODE:2916-1 2-2000 LG PO.4501136732 MA(M ETYL ACRYLATE MONOMER) MA (ME	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/18	88,184	40,084	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 TWIN TOWERS,128, YEOUI-DAERO,YOUNGDUNGPO-GU, SEOUL, KOREA 82-37731114 TEL EX 82-32555 04
ACRYLIC ACID, INHIBITED P/ O : 4501136768 CUSTOMER P/O : 4 5002/6853 CLASS 8, UN2218 PA CKAGING GROUP:II HS CODE:2916 -11-1000 LG PO. 4501136788 A A(ACRYLIC ACID) AA (ACRYLIC A CID) BULK 63,000.000 KG ALLNE, X PO.4500278893/00050 CONTAIN ER NO.CRXU8609943 LOT NO.4SA18 1018B PO.4500278893/00060 CON TAINER NO.CRXU8686298 LOT NO.4 SA181018B PO.4500278893/00070 CONTAINER NO.CRXU8685922 LOT NO.4SA181018B ACRYLIC,	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/18	138,891	63,132	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 82-37731114 TEL EX 82-32555 04
METHYL ACRYLATE, INHIBITED P/ O : 4501136734 CUSTOMER P/O : 210614 CLASS 3, UN1919 PACK AGING GROUP:II HS CODE:2916-1 2-2000 LG PO.4501136734 MA(M ETYL ACRYLATE MONOMER) MA (ME THYL ACRYLATE) BULK 40,000.000, KG SI GROUP,INC. COSTOMER P O#:210614 LOT NO:2M180817B METHYL ACRYLATE, INHIBITED P/ O : 4501136734 CUSTOMER P/O : 210614 CLASS 3, UN1919 PACK AGING GROUP:II HS CODE:2916-1 2-2000 LG PO.4501136734 MA(M ETYL ACRYLATE MONOMER) MA (ME	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/18	88,184	40,084	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04

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METHYL ACRYLATE, INHIBITED P/ O : 4501136731 CUSTOMER P/O : 210609 CLASS 3, UN1919 PACK AGING GROUP:II HS CODE:2916-1 2-2000 LG PO.4501136731 MA(M ETYL ACRYLATE MONOMER) MA (ME THYL ACRYLATE) BULK 40,000.000, KG SI GROUP,INC. COSTOMER P O#:210609 LOT NO:2M180816B METHYL ACRYLATE, INHIBITED P/ O : 4501136731 CUSTOMER P/O : 210609 CLASS 3, UN1919 PACK AGING GROUP:II HS CODE:2916-1 2-2000 LG PO.4501136731 MA(M ETYL ACRYLATE MONOMER) MA (ME	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/18	88,184	40,084	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
METHYL ACRYLATE, INHIBITED P/ O : 4501136733 CUSTOMER P/O : 210613 CLASS 3, UN1919 PACK AGING GROUP:II HS CODE:2916-1 2-2000 LG PO.4501136733 MA(M ETYL ACRYLATE MONOMER) MA (ME THYL ACRYLATE) BULK 40,000.000, KG SI GROUP,INC. COSTOMER P O#:210613 LOT NO:2M180817B METHYL ACRYLATE, INHIBITED P/ O : 4501136733 CUSTOMER P/O : 210613 CLASS 3, UN1919 PACK AGING GROUP:II HS CODE:2916-1 2-2000 LG PO.4501136733 MA(M ETYL ACRYLATE MONOMER) MA (ME	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/18	88,184	40,084	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
ETHYL ACRYLATE, INH IBITED P/ O : 4501139491 CUSTOMER P/O : 10082018 CLASS 3 UN 1917 PA CKING GROUP:II HS CODE:2916-1 2-1000 LG PO.4501139491 EA(E THYL ACRYLATE MONOMER) EA (ET HYL ACRYLATE) BULK 40,000.000, KG G&W TANKS COSTOMER PO#:10 082018 LOT NO:SE181018A ETHYL ACRYLATE, INH IBITED P/ O : 4501139491 CUSTOMER P/O : 10082018 CLASS 3 UN 1917 PA CKING GROUP:II HS CODE:2916-1 2-1000 LG PO.4501139491 EA(E THYL	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/26/18	88,184	40,084	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@LG CHEM.COM 1-	LG TWIN TOWERS,128,YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
SYNTHETIC RUBBER P/O : 4501138985 CUSTOMER P/O : 4501228797 BR 1280 18,900.000 KG HS CO DE : 4002209000 . -------- ---------- CCAM MF ST INFO. ----------, ---------- .	LG CHEM AMERICA, INC.	LG CHEM, LTD	11/16/18	46,032	20,924	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, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA 82-553206012 TEL EX 82-32555 05
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501125880 CUSTOMER P/O : 4501221689 SYNTHETIC RUBBER BR 1280 35KG MB5/PLT 18,900.0,	LG CHEM AMERICA, INC.	LG CHEM, LTD	11/12/18	45,936	20,880	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA
N-BUTYL ACRYLATE, INHIBITED N-BUTYL ACRYLATE, INHIBITED N-BUTYL ACRYLATE, INHIBITED N-BUTYL ACRYLATE, INHIBITED	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/12/18	176,000	80,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501119884 CUSTOMER P/O : 5500004747 HS CODE:3903905000 ABS XR401-D92658 16,000.0, KG ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/12/18	35,361	16,073	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TWIN TOWER 20, YOIDO-DONG, YOUNGDUNGPO-GU SEOUL 150-721, KOREA
ACRYLIC ACID	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/11/18	46,200	21,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501119875 CUSTOMER P/O : 5500004747 HS CODE:3903905000 ABS XR401-D92658 16,000.0, KG ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/9/18	35,361	16,073	Pusan	Charleston, South Carolina	MSC LISBON	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TWIN TOWER 20, YOIDO-DONG, YOUNGDUNGPO-GU SEOUL 150-721, KOREA
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/30/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/30/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
ACRYLIC, ACID, INHIBITED P/O : 4501124853 CUSTO MER P/O : 115953 CLASS 8, UN 2218 PACKAGING GROUP:II HS CODE:2916-11-1000 LG PO.450 1124853 AA(ACRYLIC ACID) H IGH PURITY ACRYLIC ACID DRUM, M.COM ---- TEL: 248-289-5795 CADENCE CHEMICAL PO.115953 LOT NO.4SA180916B	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/23/18	37,037	16,835	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336-- 82-553206012 TEL EX 82-32555 05
2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/21/18	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501119875 CUSTOMER P/O : 5500004747 HS CODE:3903905000 ABS XR401-D92658 16,000.0, KG ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA, INC.	LG CHEM, LTD.	10/21/18	35,361	16,073	Pusan	Charleston, South Carolina	MSC ROMA	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TWIN TOWER 20, YOIDO-DONG, YOUNGDUNGPO-GU SEOUL 150-721, KOREA

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
N-BUTYL ACRYLATE,INHIBITED	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/18/18	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
ACRYLIC ACID	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/12/18	46,200	21,000	Pusan	Charleston, South Carolina	ZIM ANTWERP	South Korea	SEAL NO.: 630191 IN ISO TANK	3475 PIEDMONT RD NE, SUITE 1200 ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, YOUNGDUNGPO-GU, KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/12/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/12/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, YOUNGDUNGPO-GU, KR
P/O : 4501114823 CU STOMER P/O : 5829350 HS CODE :3903300000 ABS HI121H-NP 80,000.00 0 KG ACRYLONITRILE-BUTADIENE -STYRENE (ABS) RESIN . P/O : 4501114823 CU STOMER P/O : 5829350 HS CODE :3903300000 ABS HI121H-NP 80,000.00 0 KG ACRYLONITRILE-BUTADIENE -STYRENE (ABS) RESIN . P/O : 4501114823 CU STOMER P/O : 5829350 HS CODE :3903300000 ABS HI121H-NP 80,000.00 0 KG ACRYLONITRILE-BUTADIENE -STYRENE (ABS) RESIN . P/O :	LG CHEM AMERICA, INC.	LG CHEM, LTD.	10/7/18	177,176	80,535	Ningpo	Charleston, South Carolina	MAERSK UTAH	China	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
METHYL ACRYLATE MA(METYL ACRYLATE MONOMER) UN 1919 CLASS 3 HS CODE 2916.12 S.O.C METHYL ACRYLATE MA(METYL ACRYLATE MONOMER) UN 1919 CLASS 3 HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/5/18	88,000	40,000	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.CO	LG TWIN TOWERS, 128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL POSTAL CODE. 07336
BUTYL ACRYLATE BA (BUTYL ACRYLATE) UN 2348 CLASS 3 HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/3/18	44,000	20,000	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 TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
ETHYLHEXYL ACRYLATE MONOMER EHA(2-ETHYLHEXYL ACRYLATE MONOMER) HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	9/29/18	44,000	20,000	Pusan	Charleston, South Carolina	MOL MISSION	South Korea	NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.CO MXXXX	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
BUTYL ACRYLATE MONOMER BA(BUTYL ACRYLATE MONOMER) UN 2348 CLASS 3 HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	9/29/18	44,000	20,000	Pusan	Charleston, South Carolina	MOL MISSION	South Korea	NO MARKS	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA RPASHAKLGCHEM.CO M TEL 248-289-5795	LG TWIN TOWERS 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL , KOREA POSTAL CODE. 07336
N-BUTYL ACRYLATE, INHIBITED	LG CHEM AMERICA, INC.	LG CHEM LTD.	9/28/18	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO, 07336 SEOUL SEOUL 07336 KR
ETHYLACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	9/28/18	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO, 07336 YOUNGDUNGPO-GU YOUNGDUNGPO-GU 07336 KR
P/O : 4501112904 CUSTOMER P/O : 115673 ACRYLIC, ACID, INHIBITED CLASS 8, UN2218 PACKAGING GROUP:II HS CODE:2916-11-1000 LG PO.4501112904 AA(ACRYLIC ACID) HIGH PURITY ACRYLIC ACID DRUM 16,000.000 KG HS CODE: 2916111000	LG CHEM AMERICA, INC.	LG CHEM LTD.	9/27/18	42,020	19,100	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-	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501100993 CUSTOMER P/O : 5500004747 HS CODE:3903905000 ABS XR401-D92658 16,000.0, KG ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA, INC.	LG CHEM, LTD.	9/25/18	35,361	16,073	Pusan	Charleston, South Carolina	NORTHERN JULIE	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TWIN TOWER 20, YOIDO-DONG, YOUNGDUNGPO-GU SEOUL 150-721, KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501100993 CUSTOMER P/O : 5500004747 HS CODE:3903905000 ABS XR401-D92658 16,000.0, KG ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA, INC.	LG CHEM, LTD.	9/24/18	35,361	16,073	South Riding Point	Charleston, South Carolina	SEALAND WASHINGTON	Bahamas	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA	LG TWIN TOWER 20, YOIDO-DONG, YOUNGDUNGPO-GU SEOUL 150-721, KOREA

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
ETHYLHEXYL ACRYLATE MONOMER EHA(2-ETHYLHEXYL ACRYLATE MONOMER) HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	9/17/18	44,000	20,000	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.	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 TEL 82-2-3773-1114 VAT NO
ACRYLONITRILE-BUTADIENE-STYREN E (ABS) RESIN P/O : 4501103725 CUSTOMER P/O : 57 69672 HS CODE:3903300000 A BS HF380-23255 64,000.000 KG . ACRYLONITRILE-BUTADIENE-STYREN E (ABS) RESIN P/O : 4501103725 CUSTOMER P/O : 57 69672 HS CODE:3903300000 A BS HF380-23255 64,000.000 KG . ACRYLONITRILE-BUTADIENE-STYREN E (ABS) RESIN P/O : 4501103725 CUSTOMER P/O : 57 69672 HS CODE:3903300000 A BS HF380-23255 64,000.000 KG .	LG CHEM AMERICA, INC.	LG CHEM, LTD.	8/28/18	141,741	64,428	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4501103724 CU STOMER P/O : 5769663 HS CODE :3903300000 ABS HF380-0C459 64,000.00 0 KG ACRYLONITRILE-BUTADIENE -STYRENE (ABS) RESIN . P/O : 4501103724 CU STOMER P/O : 5769663 HS CODE :3903300000 ABS HF380-0C459 64,000.00 0 KG ACRYLONITRILE-BUTADIENE -STYRENE (ABS) RESIN . P/O : 4501103724 CU STOMER P/O : 5769663 HS CODE :3903300000 ABS HF380-0C459 64,000.00 0 KG ACRYLONITRILE-BUTADIENE -STYRENE (ABS) RESIN . P/O :	LG CHEM AMERICA, INC.	LG CHEM, LTD.	8/28/18	141,741	64,428	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 TWIN TOWERS 128 YEOUI-DAERO YEONGDEUNGPO-GU SEOUL KOREA 150-721 82-37731114 TEL EX 82-32555 04
MONOMER EHA(2-ETHYLHEXYL ACRYLATE MONOMER) HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	8/25/18	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 TEL 82-2-3773-1114 VAT NO
METHYL ACRYLATE UN 1919 CLASS 3 HS CODE 2916.12 S.O.C METHYL ACRYLATE UN 1919 CLASS 3 HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	8/25/18	88,000	40,000	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.CO	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 TEL 82-2-3773-1114 VAT NO
METHYL ACRYLATE MA(METYL ACRYLATE MONOMER) UN 1919 CLASS 3 HS CODE 2916.12 S.O.C METHYL ACRYLATE MA(METYL ACRYLATE MONOMER) UN 1919 CLASS 3 HS CODE 2916.12 S.O.C	LG CHEM AMERICA, INC.	LG CHEM LTD.	8/25/18	88,000	40,000	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.CO	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501100404 CUSTOMER P/O : 115345 ACRYLIC, ACID, INHIBITED CLASS 8, UN2218, TEL: 203-990-0010, FAX 203-990-0099 EMAIL: IORELLANA CADENCECHEM.COM TEL: 248-289-5795 Y CADENCE CHEMICAL Y PO.115345 Y LOT NO.4SA180716B Y	LG CHEM AMERICA, INC.	LG CHEM LTD.	8/23/18	36,960	16,800	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
P/O : 4501100300 4501 100367 CUSTOMER P/O : 574116 5 HS CODE:3903300000 ABS E R461-NP 1,000.000 KG ABS HI121H-N P 12,80 0.000 KG -ACRYLONITRILE-BUTA, DIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA, INC.	LG CHEM, LTD.	8/23/18	30,567	13,894	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 04
P/O : 4501101887 CU STOMER P/O : 5741206 HS CODE :3903.30.0000 ABS HF380-2325 5 32,000. 000 KG ACRYLONITRILE-BUTADIE NE-STYRENE (ABS) RESIN . P/O : 4501101887 CU STOMER P/O : 5741206 HS CODE :3903.30.0000 ABS HF380-2325 5 32,000. 000 KG ACRYLONITRILE-BUTADIE NE-STYRENE (ABS) RESIN .	LG CHEM AMERICA, INC.	LG CHEM, LTD.	8/23/18	70,870	32,214	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 04
P/O : 4501101888 CU STOMER P/O : 5741209 HS CODE :3903.30.0000 ABS HF380-2325 5 32,000. 000 KG ACRYLONITRILE-BUTADIE NE-STYRENE (ABS) RESIN . P/O : 4501101888 CU STOMER P/O : 5741209 HS CODE :3903.30.0000 ABS HF380-2325 5 32,000. 000 KG ACRYLONITRILE-BUTADIE NE-STYRENE (ABS) RESIN .	LG CHEM AMERICA, INC.	LG CHEM, LTD.	8/23/18	70,870	32,214	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 04
P/O : 4501102383 CU STOMER P/O : 5767144 HS CODE :3903300000 ABS HI121H-NP 80,000.00 0 KG ACRYLONITRILE-BUTADIENE -STYRENE (ABS) RESIN . P/O : 4501102383 CU STOMER P/O : 5767144 HS CODE :3903300000 ABS HI121H-NP 80,000.00 0 KG ACRYLONITRILE-BUTADIENE -STYRENE (ABS) RESIN . P/O : 4501102383 CU STOMER P/O : 5767144 HS CODE :3903300000 ABS HI121H-NP 80,000.00 0 KG ACRYLONITRILE-BUTADIENE -STYRENE (ABS) RESIN . P/O :	LG CHEM AMERICA, INC.	LG CHEM, LTD.	8/23/18	177,176	80,535	Pusan	Charleston, South Carolina	MSC RANIA	South Korea	AS PER LABEL 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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 04
P/O : 4501101889 CU STOMER P/O : 5741192 HS CODE :3903300000 ABS HF380-0C459 32,000.00 0 KG ACRYLONITRILE-BUTADIENE -STYRENE (ABS) RESIN . P/O : 4501101889 CU STOMER P/O : 5741192 HS CODE :3903300000 ABS HF380-0C459 32,000.00 0 KG ACRYLONITRILE-BUTADIENE -STYRENE (ABS) RESIN .	LG CHEM AMERICA, INC.	LG CHEM, LTD.	8/23/18	70,870	32,214	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 04
P/O : 4501081937 CU STOMER P/O : 794711 ACRYLIC, ACID, INHIBITED CLASS 8, UN 2218 PACKAGING GROUP:II HS CODE:2916-11-1000 LG PO NO. 4501081937 AA(ACRYLIC ACID) HIGH PURITY ACRYLIC ACID DRU, M 16,000.000 KG SURREN ER B/L -FREIGHT PREPAID HS CODE; 2916111000 -- JENNYC HO1@LGCHEM.COM BMS DUNCAN PO NO.794711 LOT NO.4SA180604B	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/10/18	37,037	16,835	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
P/O : 4501081936 CUSTOMER P/O : 794710 ACRYLIC, ACID, INHI BITED CLASS 8, UN2218 PACKAG ING GROUP:II HS CODE:2916-11- 1000 LG PO NO.4501081936 AA(ACRYLIC ACID) HIGH PURITY ACR YLIC ACID DRUM 16,000.000 KG, SURRENER B/L - FREIGHT PREPAID -FREE STORAGE TIME AT THE DO CK IS FIVE WORKING DAYS. - DDC PREPAID HS CODE:2916111000 -- JENNYCHO1@LGCHEM.COM BM S DUNCAN PO NO.794710 LOT NO. 4SA180531B	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/10/18	37,037	16,835	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
P/O : 4501081935 CU STOMER P/O : 794708 ACRYLIC, ACID, INHIBITED CLASS 8, UN 2218 PACKAGING GROUP:II HS CODE:2916-11-1000 LG PO NO. 4501081935 AA(ACRYLIC ACID) HIGH PURITY ACRYLIC ACID DRU, M 16,000.000 KG -FREIG HT PREPAID -DDC PREPAID HS C ODE: 2916111000 -- JENNYCHO 1@LGCHEM.COM BMS DUNCAN PO NO.794708 LOT NO.4SA180531B	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/10/18	37,037	16,835	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
P/O : 4501081934 CU STOMER P/O : 794705 ACRYLIC, ACID, INHIBITED CLASS 8, UN 2218 PACKAGING GROUP:II HS CODE:2916-11-1000 LG PO NO.4 501081934 AA(ACRYLIC ACID) HIGH PURITY ACRYLIC ACID DRU, M 16,000.000 KG SURREN ER B/L -FREIGHT PREPAID HS CODE: 2916111000 -- JENN YCHO1@LGCHEM.COM BMS DUNCAN PO NO.794705 LOT NO.4SA18053 1B	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/10/18	37,037	16,835	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
P/O : 4501075589 CUS TOMER P/O : 791135 ACRYLIC, ACID, INHIBITED CLASS 8, UN2 218 PACKAGING GROUP:II HS CODE:2916-11-1000 LG PO NO.4 501075589 AA(ACRYLIC ACID) HIGH PURITY ACRYLIC ACID DRU, M 16,000.000 KG SURREN ER B/L -FREIGHT PREPAID -F REE STORAGE TIME AT THE DOCK IS FIVE WORKING DA YS. -DDC PREPAID -- JENNYCHO1@LGCHEM .COM BMS DUNCAN PO NO.7911 55 LOT NO.4SA180514B	LG CHEM AMERICA, INC.	LG CHEM LTD.	6/26/18	37,037	16,835	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:1-404-400-6125-- 1-4044006125	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
ACRYLIC, ACID, INHIBITED P/O : 4501075515 CUSTOMER P/O : 790361 CLASS 8, UN2218 PA CKAGING GROUP:II HS CODE:291 6-11-1000 LG PO NO.450107551 5 AA(ACRYLIC ACID) HIGH PU RITY ACRYLIC ACID DRUM, 16,000.000 KG SURRENER B/L -FREIGHT PREPAID -FREE STOR AGE TIME AT THE DOCK IS FIVE W ORKING DA YS. -DDC PREPAID -- JENNYCHO1@LGCHEM.COM BMS DUNCAN PO NO.790361 L OT NO.4SA180517B	LG CHEM AMERICA, INC.	LG CHEM LTD.	6/26/18	37,037	16,835	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA TEL:1-404-400-6125-- 1-4044006125	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
P/O : 4501076099 CUSTOMER P/O : P17-5253 SAP GS-4800N 850K G FLECON BAG 204,000.000 KG S UPER ABSORBENT POLYMER(SAP) - HS CODE : 3906909000 -INVOIC E NO.21119548 -- E-MAIL: MDY SON@CHASECORP.COM P/O : 4501076099 CUSTOMER P/O : P17-5253 SAP GS-4800N 850K G FLECON BAG 204,000.000 KG S UPER ABSORBENT POLYMER(SAP) - HS CODE : 3906909000 -INVOIC E NO.21119548 -- E-MAIL: MDY SON@CHASECORP.COM P/O : 4501076099 CUSTOMER P/O : P17-5253 SAP	LG CHEM AMERICA, INC.	LG CHEM,LTD.	6/26/18	460,325	209,239	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA 1-4044006125	128 YEOUI-DAERO YEONGDEUNGPO-GU SEOUL,150-721,KOREA 82-37731114 TEL EX 82-32555 04
P/O : 4501076103 CUSTOMER P/O : P17-5239 SAP GS-4800N 850K G FLECON BAG 102,000.000 KG S UPER ABSORBENT POLYMER(SAP) - HS CODE : 3906909000 -INVOIC E NO.21119550 -- E-MAIL: MDY SON@CHASECORP.COM P/O : 4501076103 CUSTOMER P/O : P17-5239 SAP GS-4800N 850K G FLECON BAG 102,000.000 KG S UPER ABSORBENT POLYMER(SAP) - HS CODE : 3906909000 -INVOIC E NO.21119550 -- E-MAIL: MDY SON@CHASECORP.COM P/O : 4501076103 CUSTOMER P/O : P17-5239 SAP	LG CHEM AMERICA, INC.	LG CHEM,LTD.	6/26/18	230,162	104,619	Pusan	Charleston, South Carolina	MAERSK SEMARANG	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL AS PER LABEL	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA, GA 30305 USA 1-4044006125	128 YEOUI-DAERO YEONGDEUNGPO-GU SEOUL,150-721,KOREA 82-37731114 TEL EX 82-32555 04
P/O : 4501075590 CUS TOMER P/O : 791130 ACRYLIC, A CID, INHIBITED CLASS 8, UN221 8 PACKAGING GROUP:II HS CODE :2916-11-1000 LG PO NO.450107 5590 AA(ACRYLIC ACID) HIGH P URITY ACRYLIC ACID DRUM, 16,000.000 KG SURRENER B/L -FREIGHT PREPAID -FREE STORA GE TIME AT THE DOCK IS FIVE WO RKING DA YS. -DDC PREPAID - - JENNYCHO1@LGCHEM.COM BMS DUNCAN PO NO.791155 LOT N O.4SA180514B	LG CHEM AMERICA, INC.	LG CHEM LTD.	6/19/18	37,037	16,835	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
ACRYLONITRILE-BUTADIENE-STYRENE P/O 4501036650 CUSTOMER P/O 5500004747 HS CODE 3903905000 ABS XR401-D92658 16,000.000 KG XACRYLONITRILE-BUTADIENE-STYRENE, (ABS) RESIN .	LG CHEM AMERICA, INC.	LG CHEM. LTD.	4/5/18	35,361	16,073	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 IDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
. ACRYLONITRILE-BUTADIENE-ST YRENE (ABS) RESIN P/O : 4501003746 CUSTOMER P/O : 784788-000-OP ABS HI121H- NP 16,0 00.000 KG HS CODE: 3903300000 0	LG CHEM AMERICA, INC.	LG CHEM, LTD.	1/14/18	35,435	16,107	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 YOIDO-DONG, YOUNGDUNGPO-GU, TWIN TOWERS, SEOUL SOUTH KOREA 15 721 82-553206012 TEL EX 82-32555 05
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501003745 CUSTOMER P/O : 784786-000-OP HS CODE:3903300000 ABS HI121H-NP 32,000.0, KG TEL: 678-984-5714 TEL: 678-984-5714 . ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN . SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501003745 CUSTOMER P/O : 784786-000-OP HS CODE:3903300000 ABS HI121H-NP 32,000.0, KG TEL: 678-984-5714 TEL: 678-984-5714 . ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN	LG CHEM AMERICA, INC.	LG CHEM, LTD.	1/5/18	70,721	32,146	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
ETHYLACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/29/17	44,000	20,000	Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	SEAL NO.: 801693 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	YOUNGDUNGPO-GU, SEOUL, KOREA SEOUL SEOUL KR
P/O : 4500993265 CU STOMER P/O : 780385-000-OP H S CODE:3903300000 ABS HI121H -NP 64, 000.000 KG . P/O : 4500993265 CU STOMER P/O : 780385-000-OP H S CODE:3903300000 ABS HI121H -NP 64, 000.000 KG . P/O : 4500993265 CU STOMER P/O : 780385-000-OP H S CODE:3903300000 ABS HI121H -NP 64, 000.000 KG .	LG CHEM AMERICA, INC.	LG CHEM, LTD.	12/22/17	141,741	64,428	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500993263 CUSTOMER P/O : 780384-000-OP HS CODE:3903300000 ABS HI121H-NP 48,000.0, KG ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN TEL: 678-984-5714 TEL: 678-984-5714 . . SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500993263 CUSTOMER P/O : 780384-000-OP HS CODE:3903300000 ABS HI121H-NP 48,000.0, KG ACRYLONITRILE-BUTADIENE-STYRENE (ABS) RESIN TEL: 678-984-5714 TEL: 678-984-5714 . . SHIPPER'S LOAD AND	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/30/17	106,084	48,220	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
ACRYLONITRILE-BUTADIENE-STYREN E (ABS) RESIN P/O : 4500990773 CUSTOMER P/O : 7 79779-000-OP HS CODE:3903300 000 ABS HI121H-NP 48,000.000 KG . ACRYLONITRILE-BUTADIENE-STYREN E (ABS) RESIN P/O : 4500990773 CUSTOMER P/O : 7 79779-000-OP HS CODE:3903300 000 ABS HI121H-NP 48,000.000 KG . ACRYLONITRILE-BUTADIENE-STYREN E (ABS) RESIN P/O : 4500990773 CUSTOMER P/O : 7 79779-000-OP HS CODE:3903300 000 ABS HI121H-NP 48,000.000 KG .	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/21/17	106,306	48,321	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, 82-8223771268 TEL EX 82-32555 07

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
SHIPPER'S LOAD AND COUNT SAI D TO CONTAIN P/O : 45009833 21 CUSTOMER P/O : 778283-000 -OP HS CODE:3903300000 ABS HI121H-NP 64,000.000 KG --- TEL: 678-984-5714 --- - TEL: 678-984-5714 SHIPPER'S LOAD AND COUNT SAI D TO CONTAIN P/O : 45009833 21 CUSTOMER P/O : 778283-000 -OP HS CODE:3903300000 ABS HI121H-NP 64,000.000 KG --- TEL: 678-984-5714 --- - TEL: 678-984-5714 SHIPPER'S LOAD AND COUNT SAI D TO CONTAIN P/O : 45009833 21 CUSTOMER P/O : 778283-000 -OP HS	LG CHEM AMERICA, INC.	LG CHEM, LTD.	11/1/17	141,741	64,428	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL 82-37731114 TEL EX 82-32555 04
ACRYLONITRILE-BUTADIENE-STYREN E (ABS) RESIN P/O : 4500969523 CUSTOMER P/O : 7 74466-000-OP HS CODE:3903300 000 ABS HI121H-NP 48,000.000 KG ACRYLONITRILE-BUTADIENE-STYREN E (ABS) RESIN P/O : 4500969523 CUSTOMER P/O : 7 74466-000-OP HS CODE:3903300 000 ABS HI121H-NP 48,000.000 KG ACRYLONITRILE-BUTADIENE-STYREN E (ABS) RESIN P/O : 4500969523 CUSTOMER P/O : 7 74466-000-OP HS CODE:3903300 000 ABS HI121H-NP 48,000.000	LG CHEM AMERICA, INC.	LG CHEM, LTD.	9/28/17	106,306	48,321	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-237733928 TEL EX 82-23773 39
ACRYLONITRILE-BUTADIENE-STYRENE -ABS- RESIN ACRYLONITRILE STYRENE ACRYLATE -ASA- RESIN P-O - 4500966891 4500966892 CUSTOMER P-O - 774099-000-OP HS CODE-3903905000, 3903909000 ABS XR401-94541 12,000.000 KG ASA LI912-0B985, 4,000.000	LG CHEM AMERICA, INC.	LG CHEM, LTD.	9/9/17	35,424	16,102	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P-O - 4500957787 CUSTOMER P-O - 771505-000-OP ABS HI121H-NP 32,000.000 KG - CUSTOMER-S P-O 771505-000-OP --- TEL- 678-984-5714, ---- TEL- 678-984-5714 . P-O - 4500957787 CUSTOMER P-O - 771505-000-OP ABS HI121H-NP 32,000.000 KG - CUSTOMER-S P-O 771505-000-OP --- TEL- 678-984-5714, ---- TEL- 678-984-5714 .	LG CHEM AMERICA, INC.	LG CHEM, LTD.	8/6/17	70,721	32,146	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
PIO :4500943413 CUSTOMER PIO :5068744 HS CODE:3906909000 MABS TR558A-INP 16,000.000 KG FAX: 310-667-4889 TEL: 678-9 84-5714	LG CHEM AMERICA, INC.	LG CHEM, LTD.	6/28/17	35,435	16,107	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 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500943409 CU STOMER P/O : 5068326 HS CODE :3903300000 ABS HI121-NP 32,000.00 0 KG --- FAX: 310-667-4889 ---- TEL: 678-984-5714 P/O : 4500943409 CU STOMER P/O : 5068326 HS CODE :3903300000 ABS HI121-NP 32,000.00 0 KG --- FAX: 310-667-4889 ---- TEL: 678-984-5714	LG CHEM AMERICA, INC.	LG CHEM, LTD.	6/20/17	70,999	32,272	Pusan	Charleston, South Carolina	MAERSK SEOUL	South Korea	AS PER LABEL AS PER LABEL	3475 PIEDMONT ROAD, NE STE 1200, ATLANTA, GA 30305, USA ATTN: SEA GUN LEE---- 1-4044006125	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA, 150-721 82-37731114 TEL EX 82-32555 04
P/O : 4500918863 4500 918864 CUSTOMER P/O : 758643 -000-OP HS CODE:3903300000 ABS HI121H-NP 3,000.000 KG ABS XR 401-75412 2,000.000 KG ABS XR401-8N8, 20 2,000 .000 KG ABS XR401-8N821 3,000.000 KG ABS XR401-94541 6,000.000 KG --- TEL: 678-984-5714 --- TE L: 678-984-5714	LG CHEM AMERICA, INC.	LG CHEM, LTD.	4/5/17	35,499	16,136	Pusan	Charleston, South Carolina	KAETHE P	South Korea	AS PER LABEL	3475 PIEDMONT RD.NE STE.1200 ATLANTA, GA 30305 AUN: SEA GUN LEE---- 1-4044006125	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-8223771268 TEL EX 82-32555 07
ACRYLIC ACID	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/26/16	46,200	21,000	Pusan	Charleston, South Carolina	APL TURQUOISE	South Korea	SEAL NO.: 013986 IN ISO TANK	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA ALPHARETTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/19/16	46,200	21,000	Pusan	Charleston, South Carolina	YM EMINENCE	South Korea	SEAL NO.: 013925 IN ISO TANK	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA ALPHARETTA US US	LG TWIN TOWERS,128, YEOUI-DAERO SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/19/16	46,200	21,000	Pusan	Charleston, South Carolina	YM EMINENCE	South Korea	SEAL NO.: 013943 IN ISO TANK	2400 LAKEVIEW PARKWAY SUITE 580 ALPHARETTA ALPHARETTA US US	LG TWIN TOWERS,128, YEOUI-DAERO SEOUL SEOUL KR
ACTYLIC ACID 21.00 MT OF ACRYLIC ACID CLASS 8, UN 2218 HS CODE 2916.11-1000 GROSS WEIGHT 24,530 KGS NET WEIGHT 21,000 KGS TARE WEIGHT 3,530 KGS	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/17/16	46,200	21,000	Pusan	Charleston, South Carolina	HYUNDAI VOYAGER	South Korea	NO MARKS	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009 , U.S.A. ATTN SEA GUN LEE TEL 678-984-5714	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
ACTYLIC ACID 21.00 MT OF ACRYLIC ACID CLASS 8, UN 2218 HS CODE 2916.11-1000 GROSS WEIGHT 24,560 KSG NET WEIGHT 21,000 KGS TARE WEIGHT 3,560 KGS	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/17/16	46,200	21,000	Pusan	Charleston, South Carolina	HYUNDAI VOYAGER	South Korea	NO MARKS	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009 , U.S.A. ATTN SEA GUN LEE TEL 678-984-5714	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
1CNTR 'SHIPPER'S LOAD,COUNT & WEIGHT:' P/O : 4500816567 CUSTOMER P/O : 131379-001 NPG(NEOPENTYL GLYCOL)90 90.0 MIN 20,000.000KG P/O 131379-001 ALLNEX PRODUCT CODE: S0168-000 FREIGHT PREPAID ADDING SEAL NO. SIMU2586021/002105/002106/002107 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES	LG CHEM AMERICA, INC.	LG CHEM, LTD.	3/25/16	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPERIENCE	South Korea	AS PER LABEL	2400 LAKEVIEW PARKWAY, STE 580, ALPHARETTA, GA 30009 U.S.A. ATTN : SEA GUN LEE	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336)
1 ISO TANK MA(METYL ACRYLATE MONOMER) CL ASS 3, UN1919 HS CODE:2916122000 SHIPPER S OWN ISOTANK CONTAINERS FREIGHT PREPAID 713-861-0250-26 IMCO CLASS:3,U.N. NO:191 9,FLASH POINT:-3	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/27/16	44,092	20,042	Port Bustamante	Charleston, South Carolina	ZIM ONTARIO	Jamaica	N/M	2400 LAKEVIEW PARKWAY SUITE 580, AL PHARETTA, GA 30009, USA ATTN:SEA GU N LEE TEL:678-984-5714	LG TWIN TOWERS, 128, YEOUI-DAERO, Y OUNGDUNGPO-GU, SEOUL ,KOREA POSTAL CODE, 07336

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
1 ISO TANK MA(METYL ACRYLATE MONOMER) CL ASS 3, UN1919 HS CODE:2916122000 SHIPPER S OWN ISOTANK CONTAINERS 713-861-0250-26 IMCO CLASS:3,U.N. NO:191 9,FLASH POINT:-3	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/27/16	44,092	20,042	Port Bustamante	Charleston, South Carolina	ZIM ONTARIO	Jamaica	N/M	2400 LAKEVIEW PARKWAY SUITE 580, AL PHARETTA, GA 30009, USA ATTN:SEA GU N LEE TEL:678-984-5714	LG TWIN TOWERS, 128, YEOUI-DAERO, Y OUNGDUNGPO-GU, SEOUL ,KOREA POSTAL CODE, 07336
METHYL ACRYLATE (CLASS 3, UN 1919) HS CO DE:2916.12-2000 SHIPPER'S OWN ISO TANK CO NTAINER CNTR & SEAL NO. EXFU4400520/00745 5/0007456/007457 FREIGHT PREPAID 713-861-0250-26 IMCO CLASS:3,U.N. NO:191 9,FLASH POINT:-3	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/22/16	44,092	20,042	Port Bustamante	Charleston, South Carolina	KAETHE P	Jamaica	N/M	2400 LAKEVIEW PARKWAY SUITE 580, AL PHARETTA, GA 300009, USA ATTN:SEA G UN LEE TEL:678-984-714	LG TWIN TOWERS, 128, YEOUI-DAERO, Y OUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE (CLASS 3, UN 1919) HS CO DE:2916.12-2000 SHIPPER'S OWN ISO TANK CO NTAINER FREIGHT PREPAID 713-861-0250-26 IMCO CLASS:3,U.N. NO:191 9,FLASH POINT:-3	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/22/16	44,092	20,042	Port Bustamante	Charleston, South Carolina	KAETHE P	Jamaica	N/M	2400 LAKEVIEW PARKWAY SUITE 580, AL PHARETTA, GA 300009, USA ATTN:SEA G UN LEE TEL:678-984-714	LG TWIN TOWERS, 128, YEOUI-DAERO, Y OUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE CLASS 3 UN 1919 SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/22/15	44,000	20,000	Pusan	Charleston, South Carolina	MOL EMINENCE	South Korea	N/M . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE.07336
METHYL ACRYLATE CLASS 3 UN 1919 SHIPPERS OWN ISOTANK CONTAINER CUSTOMER P/O 28885 PO 28885	LG CHEM AMERICA, INC.	LG CHEM LTD	10/15/15	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPEDITOR	South Korea	N/M	920 SYLVAN AVENUE., ENGLEWOOD CLIFS, NJ 07632 U.S.A., ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE CLASS 3 UN 1919 SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA, INC.	LG CHEM LTD	10/15/15	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPEDITOR	South Korea	N/M . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFS, NJ 07632 U.S.A., ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE CLASS 3 UN 1919 SHIPPERS OWN ISOTANK CONTAINER METHYL ACRYLATE CLASS 3 UN 1919 SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA, INC.	LG CHEM LTD .	9/26/15	88,000	40,000	Pusan	Charleston, South Carolina	APL TOURMALINE	South Korea	NO MARKS . .N/M . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721
METHYL ACRYLATE	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/23/15	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENCORE	South Korea	SEAL NO.: 206392 IN ISO TANK	920 SYLVAN AVENUE FORT MILL FORT MILL US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR KR
METHYL ACRYLATE 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,615 KGS TARE WEIGHT 3,385 KGS	LG CHEM AMERICA, INC.	LG CHEM LTD.	4/30/15	44,000	20,000	Pusan	Charleston, South Carolina	ZIM BARCELONA	South Korea	NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721
METHYL ACRYLATE 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,230 KGS TARE WEIGHT 3,770 KGS	LG CHEM AMERICA, INC.	LG CHEM LTD.	4/30/15	44,000	20,000	Pusan	Charleston, South Carolina	ZIM BARCELONA	South Korea	NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721
METHYL ACRYLATE 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,180 KGS TARE WEIGHT 3,820 KGS	LG CHEM AMERICA, INC.	LG CHEM LTD.	4/30/15	44,000	20,000	Pusan	Charleston, South Carolina	ZIM BARCELONA	South Korea	NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721
P/O : 4500732538 CUSTOMER P/O : 27323 PO# 27323 METHYL AC RYLATE, INHIBITED CLASS 3, UN 1919 PACKAGING GROUP:II MA(M ETHYL ACRYLATE MONOMER) METHY L ACRYLATE BULK 20,000.000 KG -UN&IMO PLACARDS AFFIXED TO A LL 4 SIDES OF ISOTANK(IM101) AS PER LABEL ADDING SEAL NO GESU8065738/908679/989873/ 908682	LG CHEM AMERICA, INC.	LG CHEM LTD.	4/14/15	44,092	20,042	Ningpo	Charleston, South Carolina	CLEMENTINE MAERSK	China	N/M	920 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN: AARON WEISS TEL: 201-816-2968 1-2018162000 TEL EX 1-	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-37731114 TEL EX 82-32555 05
CHEMICALS METHYL ACRYLATE (CLASS 3, UN 1919) SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/5/14	44,000	20,000	Hong Kong	Charleston, South Carolina	MOL MAGNIFICENCE	Hong Kong	NO MARKS . . .	920 SYLAN AVENUE., ENGLEWOOD CLIFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 105-721
CHEMICALS METHYL ACRYLATE (CLASS 3, UN 1919) SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/5/14	44,000	20,000	Hong Kong	Charleston, South Carolina	MOL MAGNIFICENCE	Hong Kong	N/M . . .	920 SYLAN AVENUE., ENGLEWOOD CLIFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 105-721

ELECTRONICALLY FILED - 2022 Jan 10 3:51 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
CHEMICALS METHYL ACRYLATE (CLASS 3, UN 1919) SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/5/14	44,000	20,000	Hong Kong	Charleston, South Carolina	MOL MAGNIFICENCE	Hong Kong	N/M . . .	920 SYLAN AVENUE., ENGLEWOOD CLIFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 105-721
CHEMICALS METHYL ACRYLATE (CLASS 3, UN 1919) SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA, INC.	LG CHEM LTD .	11/5/14	44,000	20,000	Hong Kong	Charleston, South Carolina	MOL MAGNIFICENCE	Hong Kong	N/M . . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721
CHEMICALS METHYL ACRYLATE (CLASS 3, UN 1919) SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA, INC.	LG CHEM LTD .	11/5/14	44,000	20,000	Hong Kong	Charleston, South Carolina	MOL MAGNIFICENCE	Hong Kong	N/M . . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721
METHYL ACRYLATE (CLASS 3, UN 1919) SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/14/14	44,000	20,000	Yantian	Charleston, South Carolina	MOL PARTNER	China	N/M . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721
BULK LIQUIDS, HAZ/NON HAZ MA(METHYL ACRYLATE MONOMER) (CLASS 3, UN 1919) PACKING GROUP II SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA, INC.	LG CHEM LTD.	9/22/14	44,000	20,000	Yantian	Charleston, South Carolina	MOL MAESTRO	China	N/M	920 SYLVAN AVENUE., ENGLEWOOD CLIFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721
METHYL ACRYLATE (CLASS 3, UN 1919) HS CODE : 2916.12-2000 SHIPPER'S OWN ISO TANK CONTAINER SEAL NO.: 903959, 903966 20(MTQ) 20000(KGM)	LG CHEM AMERICA, INC.	LG CHEM LTD.	9/4/14	44,000	20,000	Pusan	Charleston, South Carolina	APL OAKLAND	South Korea	N/M	920 SYLVAN AVENUE., ENGLEWOOD CLIFS, NJ 07632 U.S.A. ATTN:AARON WEISS	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721
METHYL ACRYLATE, INHIBITED CL ASS 3, UN1919 PACKAGING GROUP :II MA(METYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 20,000.000 KG --107 591	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/6/14	44,092	20,042	Shanghai	Charleston, South Carolina	MAERSK KOBE	China	N/M	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN : AARON WEISS 1-2018162000 TEL EX 1-201816 09	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-553206012 TEL EX 82-32555 05
METHYL ACRYLATE, INHIBITED CL ASS 3, UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOME R) METHYL ACRYLATE BULK 20,000.000 KG EMER GENCY COMMUNICATION TEL : +82 -061-680-6916 / MOBILE : +82-1 0-7650-0315 PIC : SANGIK LEE -905947	LG CHEM AMERICA, INC.	LG CHEM LTD.	6/26/14	44,092	20,042	Shanghai	Charleston, South Carolina	HYUNDAI PATRIOT	China	N/M	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN : AARON WEISS 1-2018162000 TEL EX 1-201816 09	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O 4500670040 CUS TOMER P/O : PA3678 METHYL ACR YLATE, INHIBITED CLASS 3.2, U N1919 PACKAGING GROUP:II MA(METHYL ACRYLATE MONOMER) METH YL ACRYLATE BULK 20,000.000 KG METHYLACRY LATE -FREIGHT PREPADI -FREE TANK HIRE TIME OF IS OTANK IS 14DAYS -UN&IMO PLA CARDS AF FIXED TO ALL 4 SID ES OF ISOT ANK(IM101) -DDC PREPAID UN 1919, METHYLACRYLATE, STABILIZ ED, 3, II, (-2.80 C C.C.)	LG CHEM AMERICA, INC.	LG CHEM LTD.	6/5/14	44,092	20,042	Shanghai	Charleston, South Carolina	CSAV PIRQUE	China	EXFU0605645 SEAL NO: 107523, 10754 5, 107538	920 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07630 U.S.A. ATTN : AARON WEISS 1-2018162000 TEL EX 1-201816 09	LG TWIN TOWERS 128, YEOUI-DAERO YOUNGDUNGPOR-GU, SEOUL, KOREA 150-721 82-553206012 TEL EX 82-32555 05
METHYL ACRYLATE, INHIBITED CL ASS 3, UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOME R) METHYL ACRYLATE BULK 20,000.000 KG -202 699	LG CHEM AMERICA, INC.	LG CHEM LTD.	6/5/14	44,092	20,042	Shanghai	Charleston, South Carolina	CSAV PIRQUE	China	N/M	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN : AARON WEISS 1-2018162000 TEL EX 1-201816 09	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500670040 CUSTOMER P/ O : PA3677 METHYL ACRYLATE, I NHIBITED CLASS 3.2, UN1919 P ACKAGING GROUP:II MA(METHYL A CRYLATE MONOMER) METHYL ACRYL ATE BULK 20,00 0.000 KG METHYL ACRYLATE - FREE TABK HIRE TIME OF IS OTA NK IS 14DAYS- -UN&IMO PLA CA RDS ISOTANK(IM101) --DDC UN 1919, METHYLACRYLATE, STABILIZ ED, 3, II,(-2.80 C C.C.)	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/29/14	44,092	20,042	Shanghai	Charleston, South Carolina	CSAV PETORCA	China	AS PER LABEL EXFU0606467 SEAL NO: 000648, 0006 60, 000694	920 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN : AARON WEISS 1-2018162000 TEL EX 1-201816 09	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500670040 CUSTOMER P/ O : 23167 METHYL ACRYLATE, IN HIBITED CLASS 3, UN1919 PACK AGING GROUP:II MA(METHYL ACRY LATE MONOMER) METHYL ACRYLATE BULK 20,000.0 00 KG METHYL ACRYLATE -FRE E TANK HIRE TIME OF ISOTANK IS 14DAY -NA&IMO PLAC ARDS AFF IXED TO ALL 4 SIDE S OF ISOTA NK(IMO01) -DDC PREPAID UN 1919, METHYL ACRYLATE, STABIL IZED, 3, II, (-2.80 C C.C.)	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/29/14	44,092	20,042	Shanghai	Charleston, South Carolina	CSAV PETORCA	China	TIFU1500405 SEAL NO: 905620, 905621, 9 05682	920 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN : AARON WEISS 1-2018162000 TEL EX 1-201816 09	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500670040 CUSTOMER P/O : PA3676 METHYL ACRYLATE, IN HIBITED CLASS 3.2, UN1919 PA CKAGING GROUP:II MA(METHYL AC RYLATE MONOMER) METHYL ACRYLA TE BULK 20,000.000 KG METHY L ACRYLATE -FREIGHT PREPAID -FREE TANK HIRE TIME OF IS OT ANK IS 14DAYS -UN&IMO PLA CA RDS AFFIXED TO ALL 4 SID ES O F ISOTANK(IM101) -DDC PREPAID UN 1919, METHYL ACRYLATE, ST ABILIZED, 3, II, (-2.80 C C.C.)	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/23/14	44,092	20,042	Shanghai	Charleston, South Carolina	MAERSK KURE	China	AS PER APPENDIX AS PER LABEL	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN : AARON WEISS 1-2018162000 TEL EX 1-201816 09	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-553206012 TEL EX 82-32555 05
---------- CRXU8678347 DESCRIPTION--------- SHIPPERS OWNED CONTAINER ---------- GENERIC DESCRIPTION----------CUSTOMER P/O : USMMMFG22B 2-ETHYLHEXYL ACRYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETHYLHEXYL ACRYLATE MONOMER) 2ETHYL HEXYL ACRYLATE BULK 40,000.000KG ---------- SIMU2514989 DESCRIPTION--------- SHIPPERS OWNED CONTAINER ----------GENERIC DESCRIPTION----------2 TANKS OF P/O : 4500662418 CUSTOMER P/O : USMMMFG22B	LG CHEM AMERICA, INC.	LG CHEM LTD.	4/25/14	88,000	40,000	Pusan	Charleston, South Carolina	CMA CGM NEW JERSEY	South Korea	NO MARKS NO MARKS	920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU,SEOUL,KOREA 150-721

LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
---------- SIMU2536813 DESCRIPTION--------- SHIPPERS OWNED CONTAINER ---------- GENERIC DESCRIPTION----------3 TANKS OF P/O : 4500659774 CUSTOMER P/O : USMMMCR43H 2-ETHYLHEXYL ACRYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETHYLHEXYL ACRYLATE MONOMER) 2ETHYL HEXYL ACRYLATE BULK 60,000.0 NA IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -FREIGHT PREPAID- MARKING: ISO TANK ---------- CXTU1019765 DESCRIPTION--------- SHIPPERS	LG CHEM AMERICA, INC.	LG CHEM LTD.	3/28/14	132,000	60,000	Pusan	Charleston, South Carolina	CMA CGM MARLIN	South Korea	NO MARKS NO MARKS NO MARKS	920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	LG TWIN TOWERS, 128, YEOUI-DAERO YOUNGDUNGPO-GU, SEOUL, KOREA 150-721
1 PKGS OF MA(METHYL ACRYLATE MONOMER) (CLASS 3, UN 1919, PG II) EXFU0519399 / 904737.904769.904786 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919, PACKING GROUP:II H.S. CODE: 2916122000 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	2/27/14	44,000	20,000	Pusan	Charleston, South Carolina	NYK DENEB	South Korea	NO MARKS AND NUMBERS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 PKGS OF MA(METHYL ACRYLATE MONOMER) (CLASS 3, UN 1919, PG II) GESU8094295 / 004167.004172.004180 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919, PACKING GROUP:II H.S. CODE: 2916122000 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	2/20/14	44,000	20,000	Pusan	Charleston, South Carolina	APL TOURMALINE	South Korea	NO MARKS AND NUMBERS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 PKGS OF MA(METHYL ACRYLATE MONOMER) (CLASS 3, UN 1919, PG II) CRXU8688536/017594,017596,017598 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919, PACKING GROUP:II H.S. CODE: 2916122000 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	2/15/14	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENCORE	South Korea	NO MARKS AND NUMBERS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANKS OF METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 H.S. CODE: 2916.12-2000 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/31/13	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANKS OF METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 H.S. CODE: 2916.12-2000 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/24/13	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXCELLENCE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANKS OF METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 H.S. CODE: 2916122000 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/17/13	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
AS PER APPENDIX RQ UN 2218, ACRYLIC ACID, STABILIZED, C LASS 8(3),PG II, (54CCC), MAR INE POLLUTANT, F-E,S-C +EME RGENCY COMMUNICATION TEL : + 82-61-805-5181 / MOBIL : +82-1 0-8440-0150 PIC : YOON JEONG WOOK +DDC PREPAID	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/10/13	44,092	20,042	Shanghai	Charleston, South Carolina	FOLEGANDROS	China	AS PER APPENDIX 000360, 000364, 000385	910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON WEISS TEL:201-816-2968 1-2018162000 TEL EX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
AS PER APPENDIX *UN&IMO PLA CARDS AFFIXED TO ALL 4 SIDES O F ISOTANK(IM 101) *DDC PREPAI D RQ UN 2218, ACRYLIC ACID, STABILIZED, CLASS 8(3),PG I I, (54CCC), MARINE POLLUTANT, F-E,S-C +EMERGENCY COMMUNI CATION TEL : +82-61-805-5181 / MOBIL : +82-10-8440-0150 PIC : YOON JEONG WOOK +DDC PR EPAID	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/10/13	44,092	20,042	Shanghai	Charleston, South Carolina	FOLEGANDROS	China	AS PER APPENDIX 107335, 107360, 107395	910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON WEISS TEL:201-816-2968 1-2018162000 TEL EX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
*UN&IMO PLACARDS AFFIXED TO A LL 4 SIDES OF ISOTANK(IM 101) - EMERGENCY COMMUNICATION TEL- -1-82-61-805-5181 / MOBIL +82-10-8440-0150 PIG : YOON JEONG WOOK PLO : 4500590893 CUSTOMER P/O :135721-002 AC RYLIC, ACID, STABILIZED CLASS 8, UN2218 PACKAGING GROUP: I I AA (ACRYLIC ACID) 99%MIN(P OLYMER GRADE) RQ UN 2218, A CRYLIC ACID, STABILIZED, CLAS S 8(3),PG II, (54CCC),MARINE POLLUTANT,F-E,S-C 20,000.00	LG CHEM AMERICA, INC.	LG CHEM LTD.	6/5/13	44,092	20,042	Shanghai	Charleston, South Carolina	SKIATHOS	China	AS PERAPPENDIX ISO TANK ---------- ----------	910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON WEISS TEL:201-816-2968 1-2018162000 TEL EX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150 721 82-553206012 TEL EX 82-32555 05
1 TANKS OF P/O : 4500590893 CUSTOMER P/O :135721-002 ACRYLIC, ACID, STABILIZED CLASS 8, UN2218 PACKAGING GROUP : II AA (ACRYLIC ACID) 99%MIN(POLYMER GRADE) 20,000.00 KG RQ UN 2218, ACRYLIC ACID, STABILIZED, CLASS 8(3), PG II, (54 C C C), MARINE POLLUTANT, F-E, S-C 000363, 000370 IMDG CLASS: 8 U.N. NO.: 2218 ACRYLIC ACID, STABILIZED CLASS 8,UN 2218	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/30/13	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPEDITOR	South Korea	NO MARKS AND NU	910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON WEISS TEL:201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1 TANKS OF MA(METHYL ACRYLATE) (CLASS 3, UN 1919) H.S. CODE: 2916.12-2000 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/15/13	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENCORE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
P/O : 4500573693 CUSTOMER P/O :135721 ACRYLIC, ACID, STABILIZED CLASS 8, UN2218 PACKAG ING GROUP : II AA (ACRYLIC AC ID) 99%MIN(POLYMER GRADE) 40, 000.00 KG *FREIGHT PREPAID * FREE TIME HIRE TIME OF ISOTANK IS 14DAYS *UN&IMO PLACARDS A FFIXED TO ALL 4 SIDES OF ISOTA NK(IM 101) *DDC PREPAID - EM ERGENCY COMMUNICATION RQ UN 2218, ACRYLIC ACID, STABILIZ ED, CLASS 8(3), PG II, (54 C C C), MARINE POLLUTANT, F-E, S-C RQ UN 2218, ACRYLIC AC ID,	LG CHEM AMERICA, INC.	LG CHEM LTD.	4/24/13	88,184	40,084	Pusan	Charleston, South Carolina	MAERSK DERINCE	South Korea	ISO TANK ---------- ISO TANK ----------	910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-237733928 TEL EX 82-23773 39
*UN&IMO PLACARDS AFFIXED TO AL L 4 SIDES OF ISOTANK(IM 101) *DDC PREPAID - EMERGENCY COM MUNICATION TEL : +82-61-805- 5181 / MOBIL : +82-10-8440-015 0 PIC : YOON JEONG WOOK	LG CHEM AMERICA, INC.	LG CHEM LTD.	4/17/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DELLYS	South Korea	AS PER APPENDIX	920 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN : ARRON WEISS TEL:201-816-2968 1-2018162000 TEL EX 1-	20 YOIDO-DONG, YOUGNDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
1 TANKS OF MA(METHYL ACRYLATE) (CLASS 3, UN 1919) IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/23/13	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OF P/O: 4500541678 CUSTOMER P/O: PA3177,PA3178,PA3179 METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP : II MA(METYL ACRYLATE MONOMER) 99.5%MIN 20,000.00KG - EMERGENCY COMMUNICATION TEL:+82-61-680-6916/MOBILE:+82-10-2328-0024 PIC : KIM IN SEOK -FREIGHT PREPAID - FREE TANK HIRE TIME OF ISO TANK IS 14 DAYS -UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISANK(IM101) -DDC PREPAID H.S. CODE: 2916.12-2000 IMDG CLASS: 3 U.N.	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/27/12	44,000	20,000	Pusan	Charleston, South Carolina	APL GARNET	South Korea	NO MARKS AND NU	920 SYLVAN AVE., ENGLEWOOD CLIFFS, NJ 07632 USA ATTN: AARON WEISS	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1 TANK OF P/O: 4500541678 CUSTOMER P/O: PA3177,PA3178,PA3179 METHYL ACRYLATE, STABILIZED CLASS 3, UN 1919 PACKAGING GROUP : II MA(METYL ACRYLATE MONOMER) 99.5%MIN 20,000.00KG - EMERGENCY COMMUNICATION TEL:+82-61-680-6916/MOBILE:+82-10-2328-0024 PIC : KIM IN SEOK -FREIGHT PREPAID - FREE TANK HIRE TIME OF ISO TANK IS 14 DAYS -UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISANK(IM101) -DDC PREPAID H.S. CODE: 2916.12-2000 IMDG CLASS: 3 U.N.	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/19/12	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU	920 SYLVAN AVE., ENGLEWOOD CLIFFS, NJ 07632 USA ATTN: AARON WEISS	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1 TANKS OFMETHYL ACRYLATE-SOC CONTAINER-IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDIMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/17/12	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN:AARON WEISS TEL:201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANKS OFMETHYL ACRYLATE-SOC CONTAINER-IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDIMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	9/19/12	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN:AARON WEISS TEL:201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANKS OFMETHYL ACRYLATE-SOC CONTAINER-IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	9/12/12	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN:AARON WEISS TEL:201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
P/O: 4500497701 CUSTOMER P/O:PA3087 METHYL ACRYLATE, STABILIZED CLASS 3 UN 1919 PACKAGING GROUP : II MA (METYLACRYLATE MONOMER) 99.5% MIN*UN&IMO PLACARDS AFFIXED TOALL 4 SIDES OF ISOTANK(IM101) DDC PREPAID - EMERGENCYCOMMUNICATION TEL : +82-61-680-6916 / MOBILE : +82-10-2328-0024 PIC : KIM IN SEOK	LG CHEM AMERICA, INC.	LG CHEM LTD.	8/24/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DIEPPE	South Korea	N/M	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN:AARON WEISS	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWI N TOWERS, SEOUL SOUTH KOREA 150-721
3 TANK OFP/O : 4500498702CUSTOMER P/O : USMMM9X58B; USMMM9X57B2-ETHYLHEXYL ACRYLATE, INHIBITEDCOMBUSTIBLE LIQUID, NOS NA 1993EHA(2-ETHYLHEXYL ACRYLATE MONOMER)99.3% MIN 60,000.000KGBAFU8880643/101091.101092.101082BLKU2507830/101034.101041.101087BLKU2529090/101043.101053.101078HS CODE : 2916.12SHIPPER-S OWN TANK CONTAINERFREIGHT PREPAIDH.S. CODE: 29163 TANK OFP/O : 4500498702CUSTOMER	LG CHEM AMERICA, INC.	LG CHEM LTD.	8/22/12	132,000	60,000	Pusan	Charleston, South Carolina	APL EGYPT	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS SEOUL SOUTH KOREA 150-721
P/O: 4500497701 CUSTOMER P/O:PA3086 METHYL ACRYLATE, STABILIZED CLASS 3 UN 1919 PACKING GROUP:II MA (METYL ACRYLATE MONOMER) 99.5% MIN *FREE STORAGE TIME OF ISO TANKIS 14 DAYS AND FREE STORAGE TIME AT THE DOCK IS FIVE WORKING DAYS. *UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK9IM101) *DDC PREPAID *EMERGENCY COMMUNICATION TEL:+82-61-680-6916/MOBILE :+82-10-2328-0024 PIC:KIM IN SEOKFRIEGHT PREPAID	LG CHEM AMERICA, INC.	LG CHEM LTD.	8/15/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	EXFU0706949 SEAL NO: 000108, 00013 9, 000197	920 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ07632 U.S.A, ATTN:AARON WEISS	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL, SOUTH KOREA 150-721
P/O : 4500497701 CUSTOMER P/O: PA3085 METHYL ACRYLATE, STABILIZED CLASS 3 UN 1919 PACKAGING GROUP : II MA (METYLACRYLATE MONOMER) 99.5 % MIN*FREE STORAGE TIME OF ISOT ANK IS 14 DAYS AND FREESTO RAGE TIME AT THE DOCK IS F IVE WORKING DAYS.*UN&IMO P LACRDSAFFIXED TO ALL 4 SI DES OF ISOTANK(IM101) *DDC PREPAID -EMERGENCY COMMUNICATION TEL :+82-61-680-6916 / MOBILE : +82-10-2328-0024 PIC : KIM IN SEOK 1 TANK 20,000.000 METHYL ACRYLATE,	LG CHEM AMERICA, INC.	LG CHEM LTD.	8/8/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DAVENPORT	South Korea	EXFU0581224 1 SEAL NO: 000511, 00 0516, 000561	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN : AARON WEISS	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
EMERGENCY COMMUNICATION TEL: +82-61-685-9161/MOBIL: +82-10-9440-0150 PIC:YOON JEONG WOOKP/O:4500492231 CUSTOMER P/O:131427-001 4500492231/131427-001 2916-11-1000 AA(ACRYLIC ACID) 99%MIN(POLYMER GRADE)CLASS 8, UN2218 PACKAGING GROUP:II *UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM 101) RQ UN 2218, ACRYLIC ACID, STABILIZED, CLASS 8(3), PG II, (54 C C C), MARINE POLLUTANT, F-E,S-C	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/25/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MALACCA	South Korea	AS PER LABEL ----------	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:ARRON WEISS TEL:201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1PACKAGE OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	3/28/12	44,000	20,000	Pusan	Charleston, South Carolina	APL SPINEL	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 PACKAGE OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	3/28/12	44,000	20,000	Pusan	Charleston, South Carolina	APL SPINEL	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919SOC CONTAINER	LG CHEM AMERICA, INC.	LG CHEM LTD.	3/28/12	44,000	20,000	Pusan	Charleston, South Carolina	APL SPINEL	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	2/15/12	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPERIENCE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE MONOMER)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	2/8/12	44,000	20,000	Pusan	Charleston, South Carolina	MOL EARNEST	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)SHIPPER-S OWN ISO TANK CONTAINERIMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/18/12	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	1/11/12	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENCORE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/14/11	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	12/14/11	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/17/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPERIENCE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	11/17/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPERIENCE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/26/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
	LG CHEM AMERICA, INC.	LG CHEM LTD.	10/26/11	88,000	40,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919IMDG CLASS: 3U.N. NO.: 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	9/21/11	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	9/14/11	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	8/24/11	44,000	20,000	Pusan	Charleston, South Carolina	APL EGYPT	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMETHYL ACRYLATE, STABILIZEDSHIPPER-S OWN CONTAINERMA(METHYL ACRYLATE)(CLASS 3, UN 1919)IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	8/17/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPERIENCE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
METHYL ACRYLATE, INHIBITED DANGEROUS GOODS(1919,3) SHIPPER-S OWN TANK CONTAINER CNTR/SEAL NO. EXFU0507340/102413,102414,102415	LG CHEM AMERICA, INC.	LG CHEM LTD.	8/16/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MONCTON	South Korea	N/M	920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632, U.S.A. ATTN : AARON WEISS TEL.: 201-816-29 1-2018162000 TELEX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWER, SEOUL, SOUHT KOREA 150-721 82-37731114 TELEX 82-325550573
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919SHIPPER-S OWN CONTIANER	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/13/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENCORE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	6/22/11	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1TANK OFMA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	6/22/11	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE,INHIBITEDNON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'	LG CHEM AMERICA, INC.	LG CHEM LTD.	6/15/11	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	6/15/11	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/11/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/4/11	44,000	20,000	Pusan	Charleston, South Carolina	APL SARDONYX	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
P/O : 4500352205 CUSTOMER P/O: 18079 METHYL ACRYLATE, INHIBITED CLASS 3.2, UN1919	LG CHEM AMERICA, INC.	LG CHEM LTD.	5/4/11	44	20	Pusan	Charleston, South Carolina	MAERSK MERRITT	South Korea	N/M	920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL.: 201-816-296 1-2018162000 TELEX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
2-ETHYLHEXYL ACRYLATE,INHIBITEDNON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'2-ETHYLHEXYL ACRYLATE,INHIBITEDNON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'	LG CHEM AMERICA, INC.	LG CHEM LTD.	2/16/11	88,000	40,000	Pusan	Charleston, South Carolina	MOL EXPERIENCE	South Korea	N/M MARKS AND NUMBERS WITH CONTAINER UTCU466004	920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE,INHIBITEDNON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'2-ETHYLHEXYL ACRYLATE,INHIBITEDNON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'2-ETHYLHEXYL ACRYLATE,INHIBITEDNON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'	LG CHEM AMERICA, INC.	LG CHEM LTD.	2/3/11	132,000	60,000	Pusan	Charleston, South Carolina	APL SARDONYX	South Korea	N/M MARKS AND NUMBERS WITH CONTAINER SNTU740017 MARKS AND NUMBERS WITH CONTAINER SNTU740017	920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-EHA(2-ETHYLHEXYL ACRYLATE MONOMER)NON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'2-EHA(2-ETHYLHEXYL ACRYLATE MONOMER)NON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/27/10	88,000	40,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	N/M MARKS AND NUMBERS WITH CONTAINER UTCU459048	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
---------- U TCU4853686 DESCRIPTION----------SHIPPERS OWNED CONTAINER---------- GENERIC DESCRIPTION----------2 PKGS OF2-ETHYLHEXYL ACRYLATE, INHIBITEDNON-DANGEROUS GOODSFREIGHT PREPAIDSAY: TWO (2) CNTRS ONLY.THIS DOCUMENT IS NOT A DOCUMENT OF TITLE.NOTWITHSTANDING ANY TERMS HEREIN TO THE CONTAND UNLESS INSTRUCTED BY THE SHIPPER, THE DELWILL ONLY BE MADE TO THE NAMED CONSIGNEE.THIS WAYBILL IS ISSUED	LG CHEM AMERICA, INC.	LG CHEM LTD.	7/9/10	88,000	40,000	Pusan	Charleston, South Carolina	CMA CGM TARPON	South Korea	NO MARKS NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS. SEOUL SOUTH KOREA 150-721
P/O : 4500572293 CUSTOMER P/O : PA3245 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,000.000KG *UN&IMO PLACARDS A FFIXED TO ALL 4 SIDES OF ISOT ANK(IM101) TANK NO & SEAL NO SIMU2654379/113898/113899 /113900	LG CHEM AMERICA, INC. ,920SYLVAN	LG CHEM,LTD.	3/13/13	44,092	20,042	Pusan	Charleston, South Carolina	MSC FIRENZE	South Korea	ISO TANK	AVENUE. ,ENGLEWOOD CLIFFS,NJ 07632 U.S.A. ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
P/O : 4500562334 CUSTOMER P/O : PA3226 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,00 0.000KG *UN&IMO PLACARDS AF FIXED TO ALL 4 SIDES OF ISOTA NK(IM101) TANK NO & SEAL N O SIMU2508522/902179/902198/ 902800	LG CHEM AMERICA, INC. ,920SYLVAN	LG CHEM, LTD.	2/27/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DANBURY	South Korea	ISO TANK	AVENUE: ,ENGLEWOOD CLIFFS,NJ 07632 U.S.A.ATTN: AARON WEISS TEL: 201-816-2968 1-2018162000	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA, INC.,	LG CHEM LTD.	9/7/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
2-ETHYLHEXYL ACRYLATE 2-ETHYLHEXYL ACRYLATE 2-ETHYLHEXYL ACRYLATE 2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA, INC.,	LG CHEM LTD.	8/6/18	176,000	80,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
METHYL ACRYLATE METHYL ACRYLATE	LG CHEM AMERICA, INC.,	LG CHEM LTD.	8/3/18	88,000	40,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
N-BUTYL ACRYLATE, INHIBITE D	LG CHEM AMERICA, INC.,	LG CHEM LTD.	8/3/18	44,000	20,000	Pusan	Charleston, South Carolina	TIANJIN	South Korea	SEAL NO.: 128100 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
2-ETHYLHEXYL ACRYLATE 2-ETHYLHEXYL ACRYLATE 2-ETHYLHEXYL ACRYLATE 2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA, INC.,	LG CHEM LTD.	7/30/18	176,000	80,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
N-BUTYL ACRYLATE, INHIBITE D	LG CHEM AMERICA, INC.,	LG CHEM LTD.	7/28/18	44,000	20,000	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU YOUNGDUNGPO-GU KR
2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA, INC.,	LG CHEM LTD.	4/8/18	44,000	20,000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004576 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	128, YEOUI-DAERO,YOUNGDUNGPO-GU SEOUL SEOUL KR
2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA, INC.,	LG CHEM LTD.	4/8/18	44,000	20,000	Pusan	Charleston, South Carolina	PARSIFAL	South Korea	SEAL NO.: 004594 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA ATLANTA US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL
P/O : 4501030259 CUSTOMER P/O : 113018 ETHYL ACRYLATE, INH IBITED CLASS 3 UN 1917 PACKING GROUP:II HS CODE:2916-12-1000 LG PO.4501030259, EA(ETHYL ACRYLATE MONOMER) EA (ETHYL ACRYLATE) BULK 20,000.000 KG G&W TANKS COSTOMER PO#:113018 LOT NO:SE180128A H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1917	LG CHEM AMERICA, INC.,	LG CHEM LTD.	3/11/18	44,000	20,000	Pusan	Charleston, South Carolina	MSC LISBON	South Korea	IN ISO TANK BAFU8899248 S/122942.12295 7.122958.030084 TARE WT : 3,93 0 KGS	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 , USA TEL: 248-289-5795 TE ATTN:DONGWON	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
P/O : 4501030259 CUSTOMER P/O : 113018 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993 PACKAGING GROUP:III HS CODE:2916-12-4000 LG PO.4501030259, EHA(2-ETHYLHEXYL ACRYLATE MONOMER) 2ETHYL HEXYL ACRYLATE BULK 20,000.000 KG G&W TANKS COSTOMER PO#:113018 LOT NO:HAAG180126 H.S. CODE: 291612	LG CHEM AMERICA, INC.,	LG CHEM LTD.	3/11/18	44,000	20,000	Pusan	Charleston, South Carolina	MSC LISBON	South Korea	IN ISO TANK BLKU2511383 S/122927.12295 5.122980 TARE WT : 3,65 0 KGS	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 , USA ATTN:DONGWON LEE/DWLEE1@LGCHEM.COM TE TEL:404-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
P/O : 4501030259 CUSTOMER P/O : 113018 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993 PACKAGING GROUP:III HS CODE:2916-12-4000 LG PO.4501030259, EHA(2-ETHYLHEXYL ACRYLATE MONOMER) 2ETHYL HEXYL ACRYLATE BULK 20,000.000 KG G&W TANKS COSTOMER PO#:113018 LOT NO:HAAG180126 H.S. CODE: 291612	LG CHEM AMERICA, INC.,	LG CHEM LTD.	3/11/18	44,000	20,000	Pusan	Charleston, South Carolina	MSC LISBON	South Korea	IN ISO TANK BLKU2511383 S/122927.12295 5.122980 TARE WT : 3,65 0 KGS	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 , USA ATTN:DONGWON LEE/DWLEE1@LGCHEM.COM TE TEL:404-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
P/O : 4501030259 CUSTOMER P/O : 113018 ETHYL ACRYLATE, INH IBITED CLASS 3 UN 1917 PACKING GROUP:II HS CODE:2916-12-1000 LG PO.4501030259, ETHYL ACRYLATE, STABILIZED CLASS 3,UN 1917	LG CHEM AMERICA, INC.,	LG CHEM LTD.	3/11/18	44,000	20,000	Pusan	Charleston, South Carolina	MSC LISBON	South Korea	IN ISO TANK BAFU8899248 S/122942.12295 7.122958.030084.030081 TARE WT : 3,93 0 KGS	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 , USA TEL: 248-289-5795 TE ATTN:DONGWON	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
P/O : 4500939730 CUSTOMER P/O : 177859 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACKAGING GROUP:II HS CODE:2916-12-2000 LG PO.4500939730 MA(METHYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 20,000.000 KG SI GROUP,INC. COSTOMER PO :177859 LOT NO:2M170712B	LG CHEM AMERICA, INC.,	LG CHEM LTD.	8/19/17	53,572	24,351	Pusan	Charleston, South Carolina	E. R. TIANPING	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE TEL : 404-400-6125	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336

ELECTRONICALLY FILED - 2022 Jan 10 3:51 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
P/O : 4500939732 CUSTOMER P/O : 177857 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACKAGING GROUP:II HS CODE:2916-12-2000 LG PO.4500939732 MA(METHYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 40,000.000 KG FREIGHT PREPAID P/O : 4500939732 CUSTOMER P/O : 177857 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACKAGING GROUP:II HS CODE:2916-12-2000 LG PO.4500939732 MA(METHYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 40,000.000 KG FREIGHT PREPAID	LG CHEM AMERICA, INC.,	LG CHEM LTD.	8/11/17	107,144	48,702	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
20 FT ISO TANKCONTAINER P/O : 4500939733 CUSTOMER P/O : 177856 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACKAGING GROUP:II HS CODE:2916-12-2000 LG PO.4500939733 MA(METHYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 40,000.000 KG SURRENDERED B/L REQUIRED FREIGHT PREPAID FREE TANK HIRE TIME OF ISOTANK IS 14DAY UN&I, MO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) DDC PREPAID SI GROUP,INC. COSTOMER PO :177856 LOT	LG CHEM AMERICA, INC.,	LG CHEM LTD.	8/3/17	107,144	48,702	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
20 FT ISO TANKCONTAINER(S) - UN 1919, METHYL ACRYLATE, 3, I I, -3 P/O : 4500939733 CUSTO MER P/O : 177856 METHYL ACRYL ATE, INHIBITED CLASS 3, UN191 9 PACKAGING GROUP:II HS CODE :2916-12-2000 LG PO.450093973, . COSTOMER PO :177856 LOT NO :2M170622B MARK & NO. IN ISO TANKS 20 FT ISO TANKCONTAINER(S) - UN 1919, METHYL ACRYLATE, 3, I I, -3 P/O : 4500939733 CUSTO MER P/O : 177856 METHYL ACRYL ATE, INHIBITED CLASS 3, UN191 9 PACKAGING GROUP:II HS CODE	LG CHEM AMERICA, INC.,	LG CHEM LTD.	8/1/17	88,184	40,084	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-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
P/O : 4500939734 CUS TOMER P/O : 177855 METHYL ACR YLATE, INHIBITED CLASS 3, UN1 919 PACKAGING GROUP:II HS CO DE:2916-12-2000 LG PO.4500939 734 MA(METHYL ACRYLATE MONOME R) METHYL ACRYLATE BULK, 40,000.000 KG SI GROUP,I NC. COSTOMER PO :177855 LOT NO:2M170615B ADDING SEAL NO . SIMU2558457/000911/000912/0 00916 TCLU9082590/000975/0009 77/000980 P/O : 4500939734 CUS TOMER P/O : 177855 METHYL ACR YLATE, INHIBITED CLASS 3, UN1	LG CHEM AMERICA, INC.,	LG CHEM LTD.	7/25/17	88,184	40,084	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-553206012 TEL EX 82-32555 05
20 ISO TANKCONTAINER(S) - SAID TO CONTAIN: UN 1919, METHYL ACRYLATE, 3, II, -3 P/O : 45 00939731 CUSTOMER P/O : 17785 8 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACKAGING GR OUP:II HS CODE:2916-12-2000, LG PO.4500939731 MA(METHYL AC RYLATE MONOMER) METHYL ACRYLA TE BULK 20,000.000 KG -FREI GHT PREPAID -UN&IMO PLACARD S AFFIXED TO ALL 4 SIDES OF I SOTANK(IM101) - DDC PREPAID S I GROUP,INC. COSTOMER PO :177 858 LOT NO:2M170607B	LG CHEM AMERICA, INC.,	LG CHEM LTD.	7/18/17	44,092	20,042	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-553206012 TEL EX 82-32555 05
P/O : 4500939736 CUSTOMER P/O : 177854 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACK AGING GROUP:II HS CODE:2916-1 2-2000 LG PO.4500939736 MA(M ETHYL ACRYLATE MONOMER) METHY L ACRYLATE BULK 40,000.000 KG, SURRENDERED B/L REQUIRED -FR EIGHT PREPAID -FREE TANK HIRE TIME OF ISOTANK IS 14DAY -UN &IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -DD C PREPAID SI GROUP,INC. COST OMER PO :177854 LOT NO:2M1705 31B MARK &	LG CHEM AMERICA, INC.,	LG CHEM LTD.	7/11/17	88,184	40,084	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 TWIN TOWERS,128, YEOUI-DAERO,YOUNGDUNGPO-GU, SEOUL, KOREA,POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
P/O : 4500939738 CUS TOMER P/O : 177853 METHYL ACR YLATE, INHIBITED CLASS 3, UN1 919 PACKAGING GROUP:II HS CO DE:2916-12-2000 LG PO.4500939 738 MA(METHYL ACRYLATE MONOME R) METHYL ACRYLATE BULK 4, 0,000.000 KG SI GROUP,INC. COSTOMER PO :177853 LOT NO: 2M170525B ADDING SEAL NO. SIMU2575937/218407/218415/2184 94 TCLU9032373/218420/218485/ 218486 P/O : 4500939738 CUS TOMER P/O : 177853 METHYL ACR YLATE, INHIBITED CLASS 3, UN1	LG CHEM AMERICA, INC.,	LG CHEM LTD.	7/6/17	88,184	40,084	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-553206012 TEL EX 82-32555 05
P/O : 4500939739 CUS TOMER P/O : 177851 METHYL ACR YLATE, INHIBITED CLASS 3, UN1 919 PACKAGING GROUP:II HS CO DE:2916-12-2000 LG PO.4500939 739 MA(METHYL ACRYLATE MONOME R) METHYL ACRYLATE BULK 4, 0,000.000 KG SI GROUP,INC. COSTOMER PO :177851 LOT NO: 2M170518B ADDING SEAL NO. GESU8038347/110321/110336/1103 97 TCLU9082522/110345/110349/ 110379 P/O : 4500939739 CUS TOMER P/O : 177851 METHYL ACR YLATE, INHIBITED CLASS 3, UN1	LG CHEM AMERICA, INC.,	LG CHEM LTD.	6/28/17	88,184	40,084	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-237733928 TEL EX 82-23773 39
P/O : 4500939740 CUS TOMER P/O : 177850 METHYL ACR YLATE, INHIBITED CLASS 3, UN1 919 PACKAGING GROUP:II HS CO DE:2916-12-2000 LG PO.4500939 740 MA(METHYL ACRYLATE MONOME R) METHYL ACRYLATE BULK 40, ,000.000 KG SI GROUP,INC. COSTOMER PO :177850 LOT NO:2M 170517B ADDING SEAL NO. SI MU2407661/116115/116165/116167 TIFU1489610/116175/116183/11 6198 P/O : 4500939740 CUS TOMER P/O : 177850 METHYL ACR YLATE, INHIBITED CLASS 3, UN1	LG CHEM AMERICA, INC.,	LG CHEM LTD.	6/28/17	88,184	40,084	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-553206012 TEL EX 82-32555 05
METHYL ACRYLATE, INHIBITED METHYL ACRYLATE, INHIBITED	LG CHEM AMERICA, INC.,	LG CHEM LTD.	6/15/17	88,000	40,000	Pusan	Charleston, South Carolina	CMA CGM MELISANDE	South Korea	IN ISO TANKS NO MARKS	3475 PIEDMONT RD. NE, SUITE 1200,,F ULTON,GEORGIA,UNI TED STATES, ATLANT A GA, UNITED STATES - - TELEX: POS	LG TWIN TOWERS,128, YEOUI-DAERO, YO UNGDUNGPO-GU,SEOUL,SOUTH KOREA, SEO UL , SOUTH KOREA - - TELEX: POSTAL
20' ISO TANKCONTAINER(S) - UN 1919, METHYL ACRYLATE, 3, II, -3 P/O : 4500918906 CUSTOME R P/O : 172232 METHYL ACRYLAT E, INHIBITED CLASS 3, UN1919 PACKAGING GROUP:II HS CODE:2 916-12-2000 LG PO.4500918906, COSTOMER PO :172232 LOT NO:2M 170223B MARK & NO. IN ISO TA NK	LG CHEM AMERICA, INC.,	LG CHEM LTD.	3/28/17	44,092	20,042	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-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-37731114 TEL EX 82-32555 04
UN 1919, METHYL ACRYLATE, 3, I I, -3 P/O : 4500918907 CUSTO MER P/O : 172231 METHYL ACRYL ATE, INHIBITED CLASS 3, UN191 9 PACKAGING GROUP:II HS CODE :2916-12-2000 LG PO.450091890 7 MA(METHYL ACRYLATE MONOMER), 2M170223B MARK & NO. IN ISO TANK	LG CHEM AMERICA, INC.,	LG CHEM LTD.	3/28/17	44,092	20,042	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-27573993 TEL EX 82-27579 69
ACRYLIC ACID	LG CHEM AMERICA, INC.,	LG CHEM LTD.	2/12/17	46,200	21,000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, A TLANTA GA, UNITED STATES POSTAL:30 305	LG TWIN TOWERS,128, YEOUI-DAERO,YOU NGDUNGPO-GU, SEOUL , SOUTH KOREA P OSTAL:07336
ACRYLIC ACID	LG CHEM AMERICA, INC.,	LG CHEM LTD.	2/12/17	46,200	21,000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, A TLANTA GA, UNITED STATES POSTAL:30 305	LG TWIN TOWERS,128, YEOUI-DAERO,YOU NGDUNGPO-GU, SEOUL , SOUTH KOREA P OSTAL:07336

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
ACRYLIC ACID	LG CHEM AMERICA, INC.,	LG CHEM LTD.	2/12/17	46,200	21,000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, A TLANTA GA, UNITED STATES POSTAL:30 305	LG TWIN TOWERS,128, YEOUI-DAERO, YO UNGDUNGPO-GU, SEOUL , SOUTH KOREA POSTAL:07336
ACRYLIC ACID	LG CHEM AMERICA, INC.,	LG CHEM LTD.	2/12/17	46,200	21,000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	IN ISO TANK	3475 PIEDMONT RD. NE, SUITE 1200, A TLANTA GA, UNITED STATES POSTAL:30 305	LG TWIN TOWERS,128, YEOUI-DAERO, YO UNGDUNGPO-GU, SEOUL , SOUTH KOREA POSTAL:07336
P/O : 4500880299 CUSTOMER P/O : 4500095003 NPG(NEOPENTYL GLYCOL) 90 90.0 MIN 20,000.000 KG ALLNEX PRODUCT CODE: 032842R02B01 FREIGHT PREPAID ADDING SEAL NO., SIMU2546245/116021/116014/116028	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	11/24/16	44,000	20,000	Pusan	Charleston, South Carolina	MOL MAXIM	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A.	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336)
P/O : 4500878007 CUSTOMER P/O : 4500093272 NPG(NEOPENTYL G LYCOL) 90 90.0 MIN 20,000.000 KG -ALLNEX PRODUCT CODE: 032 842R02B01 -FREIGHT PREPAID	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	11/8/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND CHARGER	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. 1-0000000000	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336) 82-0000000000 TEL EX 82-32555 05
P/O : 4500878009 CUSTOMER P/O : 4500093271 NPG(NEOPENTYL G LYCOL) 90 90.0 MIN 20,000.000 KG ALLNEX PRODUCT CODE: 0328 42R02B01 FREIGHT PREPAID	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	11/8/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND CHARGER	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. 1-0000000000	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336) 82-0000000000 TEL EX 82-32555 05
P/O : 4500878006 CUSTOMER P/O : 4500093273 NPG(NEOPENTYL G LYCOL) 90 90.0 MIN 20,000.000 KG -ALLNEX PRODUCT CODE: 032 842R02B01 -FREIGHT PREPAID	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	11/8/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND CHARGER	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. 1-0000000000	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336) 82-37731114 TEL EX 82-32555 04
P/O : 4500878005 CUSTOMER P/O : 4500093274 NPG(NEOPENTYL G LYCOL) 90 90.0 MIN 20,000.000 KG -ALLNEX PRODUCT CODE: 032 842R02B01 -FREIGHT PREPAID	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	11/8/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND CHARGER	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. 1-0000000000	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336) 82-237736714 TEL EX 82-26317 98
1CNTR SHIPPER'S LOAD,COUNT & WEIGHT: (1 TANK CONTAINER) CY / CY P/O : 4500862249 CUSTOMER P/O : 4500079184 NPG(NEOPENTYL GLYCOL) 90 90.0 MIN 20,000.000 KG ALLNEX PRODUCT CODE: 032842R02B01, FREIGHT PREPAID ADDING SEAL NO. NPCU1250747/913899/913811/913837 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	10/12/16	44,000	20,000	Pusan	Charleston, South Carolina	MOL MARVEL	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. TEATTN : ESTHER LE	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336)
1CNTR SHIPPER'S LOAD,COUNT & WEIGHT: (1 TANK CONTAINER) CY / CY P/O : 4500862248 CUSTOMER P/O : 4500079185 NPG(NEOPENTYL GLYCOL) 90 90.0 MIN 20,000.000 KG ALLNEX PRODUCT CODE: 032842R02B01, FREIGHT PREPAID ADDING SEAL NO. SIMU2518310/913815/913892/913810 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	10/12/16	44,000	20,000	Pusan	Charleston, South Carolina	MOL MARVEL	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. TEATTN : ESTHER LE	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336)
P/O : 4500862250 CUSTOMER P/O : 4500079187 NPG(NEOPENTYL G LYCOL) 90 90.0 MIN 20,000.000 KG -ALLNEX PRODUCT CODE: 0 32842R02B01 -FREIGHT PREPAID	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	10/2/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND COMET	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE TEL : 404-4 1-	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336) 82-553206012 TEL EX 82-3255505
P/O : 4500862252 CUSTOMER P/O : 4500079186 NPG(NEOPENTYL G LYCOL) 90 90.0 MIN 20,000.000 KG -ALLNEX PRODUCT CODE: 0 32842R02B01 -FREIGHT PREPAID	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	10/2/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND COMET	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. ATTN : ESTHER LE TEL : 404-4 1-	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336) 82-553206012 TEL EX 82-3255505
NEOPENTYL GLYCOL	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	9/22/16	44,000	20,000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	NO MARKS	, 3475 PIEDMONT RD. NE, SUITE 1200, A .	, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, S .
NEOPENTYL GLYCOL	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	9/22/16	44,000	20,000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	NO MARKS	, 3475 PIEDMONT RD. NE, SUITE 1200, A .	, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, S .
P/O : 4500857190 CUSTOMER P/O : 4500075172 NPG(NEOPENTYL G LYCOL) 90 90.0 MIN 20,00 0.000 KG -P/O 131379-001 - ALLNEX PRODUCT CODE: S0168-000 -FREIGHT PREPAID ADDING S EAL NO. TRLU0258646/915043/91, 5035/915030	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	9/18/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND INTREPID	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200. ATLANTA, GA 30305(12TH FLOOR),U.S.A ATTN : ESTHER LE TEL:404-	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE: 07336) 82-553206012 TEL EX 82-3255505

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
NEOPENTYL GLYCOL	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	9/15/16	44,000	20,000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	. 3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 TH FLOOR), U.S. TE ATTN ESTHER LE TEL 404-400-6125	. 128, YEOUI-DAERO, YEONGDEUNGPO-GU,S OUL, KOREA(ZIP CODE 07336)
NEOPENTYL GLYCOL	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	9/15/16	44,000	20,000	Pusan	Charleston, South Carolina	YM UTOPIA	South Korea	NO MARKS	. 3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 TH FLOOR), U.S. TE ATTN ESTHER LE TEL 404-400-6125	. 128, YEOUI-DAERO, YEONGDEUNGPO-GU,S OUL, KOREA(ZIP CODE 07336)
P/O : 4500857192 CUSTOMER P/O : 4500075171 NPG(NEOPENTYL G LYCOL) 90 90.0 MIN 20,000.000 KG -P/O 131379-001 -ALLNEX PRODUCT CODE: S0168-000 -FREI GHT PREPAID	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	9/11/16	44,092	20,042	Pusan	Charleston, South Carolina	AUGUSTA KONTOR	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LEE TEL : 404-400-61 1-	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336) 82-553206012 TEL EX 82-3255505
P/O : 4500857193 CUSTOMER P/O : 4500075169 NPG(NEOPENTYL G LYCOL) 90 90.0 MIN 20,000.000 KG -P/O 131379-001 -ALLNEX PRODUCT CODE: S0168-000 -FREI GHT PREPAID	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	9/11/16	44,092	20,042	Pusan	Charleston, South Carolina	AUGUSTA KONTOR	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LEE TEL : 404-400-61 1-	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336) 82-553206012 TEL EX 82-3255505
P/O : 4500857194 CUSTOMER P/O : 4500075168 NPG(NEOPENTYL G LYCOL) 90 90.0 MIN 20,000.000 KG -P/O 131379-001 -ALLNEX PRODUCT CODE: S0168-000 -FREI GHT PREPAID	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	9/7/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND CHARGER	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LEE TEL : 404-400-612 1-	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336) 82-553206012 TEL EX 82-3255505
P/O : 4500857195 CUSTOMER P/O : 4500075167 NPG(NEOPENTYL G LYCOL) 90 90.0 MIN 20,000.000 KG -P/O 131379-001 -ALLNEX PRODUCT CODE: S0168-000 -FREI GHT PREPAID	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	9/7/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA-LAND CHARGER	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S ATTN : ESTHER LEE TEL : 404-400-61 1-	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336) 82-553206012 TEL EX 82-3255505
P/O : 4500857197 CUSTOMER P/O : 4500075163 NPG(NEOPENTYL G LYCOL)90 90.0 MIN 20,000.000K G -P/O 131379-001 -ALLNEX PR ODUCT CODE: S0168-000 -FREIGH T PREPAID	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	8/28/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA LAND RACER	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. 1-5742394090	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336) 82-553206012 TEL EX 82-3255505
P/O : 4500857196 CUSTOMER P/O : 4500075165 NPG(NEOPENTYL G LYCOL)90 90.0 MIN 20,000.000K G -P/O 131379-001 -ALLNEX PR ODUCT CODE: S0168-000 -FREIGH T PREPAID	LG CHEM AMERICA, INC.,	LG CHEM, LTD.	8/28/16	44,092	20,042	Pusan	Charleston, South Carolina	SEA LAND RACER	South Korea	N/M	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA 30305 (12TH FLOOR), U.S.A. 1-5742394090	128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA(ZIP CODE : 07336) 82-553206012 TEL EX 82-3255505
ACRYLIC ACID	LG CHEM AMERICA, INC.,	LG CHEM LTD.	7/1/16	46,200	21,000	Pusan	Charleston, South Carolina	YM SEATTLE	South Korea	SEAL NO.: 002994 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, ATLANTA, US US	LG TWIN TOWERS,128, YEOUI-DAERO SEOUL SEOUL KR
ACRYLIC ACID	LG CHEM AMERICA, INC.,	LG CHEM LTD.	7/1/16	46,200	21,000	Pusan	Charleston, South Carolina	YM SEATTLE	South Korea	SEAL NO.: 011640 IN ISO TANK	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, ATLANTA, US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR
---------- EXPL0729722 DESCRIPTION--------- SHIPPERS OWNED CONTAINER P.SN. ETHYL ACRYLATE, STABILIZED UN NUMBER: 1917 - IMDG CLASS: 3 - PG: II - FLASHPOINT: 8 C ----------GENERIC DESCRIPTION----------1 ISO TANK OF, ETHYL ACRYLATE P/O : 4500833882 CUSTOMER P/O : 200286 ETHYL ACRYLATE, INH IBITED CLASS 3 UN 1917 PACKING GROUP:II EA(ETHYL ACRYLATE MONOMER) ETHYL ACRYLATE BULK 20,000.000 KG, FREE TANK HIRE TIME OF ISOTANK IS 14DAYS UN	LG CHEM AMERICA, INC.,	LG CHEM LTD.	6/5/16	44,000	20,000	Pusan	Charleston, South Carolina	BOX QUEEN	South Korea	NO MARKS	3475 PIEDMONT RD. NE STE. 1200 ATLANTA, GA 30305, U.S.A. ATTN:SEA GUN LEE TEL:678-984-5714	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
28 BAG P/O _ 4500955392 CUSTOMER P/O _ 507459 PP H7914 58,800.000 KG POLYPROPYLENE H.S CODE 3902100000, _FAX_ 213.623.3329 ___FAX_ 213.623.3329 28 BAG P/O _ 4500955392 CUSTOMER P/O _ 507459 PP H7914 58,800.000 KG POLYPROPYLENE H.S CODE 3902100000, _FAX_ 213.623.3329 ___FAX_ 213.623.3329 28 BAG P/O _ 4500955392 CUSTOMER P/O _ 507459 PP H7914 58,800.000 KG POLYPROPYLENE H.S CODE 3902100000, _FAX_ 213.623.3329 ___FAX_ 213.623.3329	LG CHEM AMERICA, INC., 910 SYLVAN	LG CHEM, LTD	7/26/17	129,877	59,035	Pusan	Charleston, South Carolina	MOL MISSION	South Korea	28 BAG P/O _ 4500955392 CUSTOMER P/O _ 507459 PP H7914 58,800.000 KG POLYPROPYLENE H.S CODE 3902100000 __FAX_ 213.623.3329 ___FAX_	910 SYLVAN AVE., ENGLEWOOD CLIFFS N	LG TWIN TOWERS 128, YEOUI-DAERO YEOUNGDEUNPO-GU, SEOUL, 150-721, KOREA
P/O : 4500531068 CUSTOMER P/O : PA3161 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,00 0.000KG *FREE STORAGE TIME AT THE DOCK IS FIVE WORKING DAYS. *UN&IMO PLACARDS AFFIXE D TO ALL 4 SIDES OF ISOTANK(I M101) *DDC PREPAID	LG CHEM AMERICA, INC., 920 SYLVAN	LG CHEM, LTD.	11/20/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DRURY	South Korea	ISO TANK	AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500531068 CUSTOMER P/O : PA3160 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,00 0.000KG *FREE STORAGE TIME AT THE DOCK IS FIVE WORKING DAYS. *UN&IMO PLACARDS AFFIXE D TO ALL 4 SIDES OF ISOTANK(I M101) *DDC PREPAID **0004 94	LG CHEM AMERICA, INC., 920 SYLVAN	LG CHEM, LTD.	11/14/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MERLION	South Korea	ISO TANK	AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721

LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
P/O : 4500577441 CUSTOMER P/O : PA3269 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,00 0.000KG *UN&IMO PLACARDS AFFI XED TO ALL 4 SIDES OF ISOTANK (IM101) TANK NO & SEAL NO CRXU8618518/901206/901239/90 1255	LG CHEM AMERICA, INC., 920SYLVAN	LG CHEM, LTD.	4/24/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DERINCE	South Korea	ISO TANK	AVENUE., ENGLEWOOD CLIFFS, NJ 07632 TEL : 201-815-2958 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500569419 CUSTOMER P/O : 22655 METHYL ACRYLATE,INHI BITED CLASS 3.2,UN1919 PACKI NG GROUP :II MA(METHYL ACRYLA TE MONOMER) 99.5%MIN 20,000 .000KG	LG CHEM AMERICA, INC., 920SYLVAN	LG CHEM, LTD.	3/13/13	44,092	20,042	Pusan	Charleston, South Carolina	MSC FIRENZE	South Korea	AS PER LABEL	AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500562334 CUSTOMER P/O : PA3227 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,00 0.000KG *UN&IMO PLACARDS AF FIXED TO ALL 4 SIDES OF ISOTA NK(IM101) *DDC PREPAID	LG CHEM AMERICA, INC., 920SYLVAN	LG CHEM,LTD.	3/6/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DAMIETTA	South Korea	ISO TANK	AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500531068 CUSTOMER P/O : PA3162 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,00 0.000KG *UN&IMO PLACARDS AF FIXED TO ALL 4 SIDES OF ISOTA NK(IM101) *DDC PREPAID	LG CHEM AMERICA, INC., 920SYLVAN	LG CHEM, LTD.	11/28/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DELLYS	South Korea	ISO TANK	AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500601697 CUSTOMER P/O : PA3345 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,00 0.000KG *UN&IMO PLACARDS AF FIXED TO ALL 4 SIDES OF ISO T ANK(IM101)	LG CHEM AMERICA, INC.,920 SYLVAN	LG CHEM LTD.	6/27/13	44,092	20,042	Shanghai	Charleston, South Carolina	SWAZILAND	China	ISO TANK	AVENUE.,ENGLEWOOD CLIFFS,NJ 07632 U.S.A,ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500569419 CUSTOMER P/O : 22657 METHYL ACRYLATE,INHI BITED CLASS 3.2,UN1919 PACKI NG GROUP :II MA(METHYL ACRYLA TE MONOMER) 99.5%MIN 20,000 .000KG *NA&IMO PLACARDS AFFIX ED TO ALL 4 SIDES OF ISOTANK(IM101)	LG CHEM AMERICA, INC.,920SYL VAN	LG CHEM,LTD.	3/13/13	44,092	20,042	Pusan	Charleston, South Carolina	MSC FIRENZE	South Korea	AS PER LABEL	AVENUE.,ENGLEWOOD CLIFFS,NJ 07632 U.S.A.ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500553753 CUSTOMER P/O : PA3206 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,00 0.000KG UN&IMO PLACARDS A FFIXED TO ALL 4 SIDES OF ISOT ANK(IM101) *DOC PREPAID *** 000046,000088	LG CHEM AMERICA, INC.,920SYL VAN	LG CHEM, LTD.	1/23/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MERLION	South Korea	N/M	AVENUE.,ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 05
METHYL ACRYLATE (MA)	LG CHEM AMERICA,IN C	LG CHEM LTD	7/11/12	44,000	20,000	Pusan	Charleston, South Carolina	HANJIN NEWPORT	South Korea	NO MARKS	. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, .	. 20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TW .
METHYL ACRYLATE	LG CHEM AMERICA,IN C	LG CHEM LTD	4/26/12	44,000	20,000	Pusan	Charleston, South Carolina	YM EAST	South Korea	NO MARKS	. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	. 20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
METHYL ACRYLATE	LG CHEM AMERICA,IN C	LG CHEM LTD 20 YOIDO-DONG,YOUNGD UNG	4/26/12	44,000	20,000	Pusan	Charleston, South Carolina	YM EAST	South Korea	NO MARKS	. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, .	. LG TWIN TOWERS,SEOUL SOUTH KOREA150 .
RESIN-EPSRESIN-EPSRESIN-EPS	LG CHEM AMERICA,IN C , 910 SYLVAN	LG CHEM, LTD	5/21/12	106,128	48,240	Pusan	Charleston, South Carolina	YM PORTLAND	South Korea	NO MARKS NO MARKS NO MARKS	AVENUE , ENGLEWOOD CLIFFS, NJ 07632 U S A ATTN ALICE LEUNG TEL 201-816-2097	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
METHYL ACRYLATE (MA)	LG CHEM AMERICA,IN C 910 SYLVAN AVEN	LG CHEM LTD 20 YOIDO-DONG,YOUNGD UNG	7/11/12	44,000	20,000	Pusan	Charleston, South Carolina	HANJIN NEWPORT	South Korea	NO MARKS	. CLIFFS,NJ 07632 .	. LG TWIN TOWERS,SEOUL SOUTH KOREA150 .
METHYL ACRYLATE (MA)	LG CHEM AMERICA,IN C 920 SYLVAN AVEN	LG CHEM LTD 20 YOIDO-DONG,YOUNGD UNG	10/24/12	44,000	20,000	Pusan	Charleston, South Carolina	NORTHERN HONOUR	South Korea	NO MARKS	. CLIFFS,NJ 07632 U S A ATTN AARON W .	. LG TWIN TOWERS,SEOUL SOUTH KOREA150 .
METHYL ACRYLATE (MA)	LG CHEM AMERICA,IN C 920 SYLVAN AVEN	LG CHEM LTD 20 YOIDO-DONG,YOUNGD UNG	10/10/12	44,000	20,000	Pusan	Charleston, South Carolina	VENICE BRIDGE	South Korea	NO MARKS	. CLIFFS,NJ 07632 ATTN AARON WEISS TE .	. LG TWIN TOWERS,SEOUL SOUTH KOREA150 .

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
METHYL ACRYLATE	LG CHEM AMERICA,INC 920 SYLVAN AVEN	LG CHEM LTD 20 YOIDO-DONG,YOUNGDUNG	9/5/12	44,000	20,000	Pusan	Charleston, South Carolina	MARE PHOENICIUM	South Korea	NO MARKS	. CLIFFS,NJ 07632 U S A, ATTN AARON W .	. LG TWIN TOWERS,SEOUL SOUTH KOREA150 .
METHYL ACRYLATE (MA)	LG CHEM AMERICA,INC 920 SYLVAN AVEN	LG CHEM LTD 20 YOIDO-DONG,YOUNGDUNG	4/26/12	44,000	20,000	Pusan	Charleston, South Carolina	YM EAST	South Korea	NO MARKS	. CLIFFS,NJ 07632 .	. LG TWIN TOWERS,SEOUL SOUTH KOREA150 .
METHYL ACRYLATE (MA)	LG CHEM AMERICA,INC 920 SYLVAN AVEN	LG CHEM LTD 20 YOIDO-DONG,YOUNGDUNG	4/15/12	44,000	20,000	Pusan	Charleston, South Carolina	YM ENHANCER	South Korea	NO MARKS	. CLIFFS,NJ 07632 .	. LG TWIN TOWERS,SEOUL SOUTH KOREA150 .
AROMATIC ESTERS OF ACRYLIC ACDMETHYL ACRYLATE	LG CHEM AMERICA,INC 920 SYLVAN AVEN	LG CHEM LTD 20 YOIDO-DONG,YOUNGDUNG	4/2/12	44,000	20,000	Pusan	Charleston, South Carolina	YM EMINENCE	South Korea	NO MARKS	. CLIFFS,NJ 07632 U S A, ATTN AARON .	. LG TWIN TOWERS,SEOUL SOUTH KOREA150 .
ACRYLIC, ACID, INHIBITED P/O : 4501137521 CUSTO MER P/O : 116270 CLASS 8, UN2218 PACKAGING GROUP:II HS CODE:2916-11-1000 LG PO.4 501137521 AA(ACRYLIC ACID) HIGH PURITY ACRYLIC ACID DRU, M 16,000.000 KG -FREIG HT PREPAID .	LG CHEM AMERICA,INC.	LG CHEM LTD.	11/16/18	37,037	16,835	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 TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336-- 82-553206012 TEL EX 82-32555 05
HEXYL ACRYLATE 2ETHYL HEXYL ACRYLATE HS CODE 2916.12 S.O.C	LG CHEM AMERICA,INC.	LG CHEM LRD.	10/3/18	44,000	20,000	Pusan	Charleston, South Carolina	MOL MAESTRO	South Korea	NO MARKS . . .	3475 PIEDMONT RD NE, SUITE 1200, ATLANTA,GA 30305 USA RPASHAKLGCHEM.COMXXXX	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU,SEQUL,KOREA POSTAL CODE.07336
P/O : 4501075525 CUSTOMER P/O : 114792 ACRYLIC, ACID, INHI BITED CLASS 8, UN2218 PACKAG ING GROUP:II HS CODE:2916-11- 1000 LG PO.4501075525 AA(ACR YLIC ACID) HIGH PURITY ACRYLI C ACID DRUM 16,000.000 KG SUR, : 1-248-289-5795 --- TEL: 1- 248-289-5795 CADENCE CHEMICAL PO.114792 LOT NO.4SA180514B .	LG CHEM AMERICA,INC.	LG CHEM LTD.	6/19/18	37,037	16,835	Pusan	Charleston, South Carolina	MAERSK SKARSTIND	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 RPASHAK@LGCHEM.COM--- 1-4044006125	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336 82-553206012 TEL EX 82-32555 05
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501036242 CUSTOMER P/O : 113848 ACRYLIC, ACID, INHIBITED CLASS 8, UN2218, TEL:248-289-5795 Y TEL:248-289-5795 Y CADENCE CHEMICAL Y PO.113848 Y LOT NO.4SA180205B Y	LG CHEM AMERICA,INC.	LG CHEM LTD.	3/15/18	36,960	16,800	Pusan	Charleston, South Carolina	NORTHERN JAMBOREE	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 RPASHAK LGCHEM.COM	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4501028303 CUSTOMER P/O : 113621 ACRYLIC, ACID, INHIBITED CLASS 8, UN2218, TEL:248-289-5795 Y TEL:248-289-5795 Y CADENCE CHEMICAL Y PO.113621 Y LOT NO.4SA180116B Y	LG CHEM AMERICA,INC.	LG CHEM LTD.	2/20/18	36,960	16,800	Pusan	Charleston, South Carolina	MAERSK SAIGON	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 RPASHAK LGCHEM.COM	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
28 BAG P/O _ 4501017114 CUSTOMER P/O _ 508904 PP H7914 58,800.000 KG _SURRENDERED POLYPROPYLENE, __ PIC_ HEATH WILLIAMS / +1-864-967- 6096 / HWILLIAMS@FITESA.COM HS CODE_3902100000 . __FAX_ 213.623.3329 ___FAX_ 213.623.3329 28 BAG P/O _ 4501017114 CUSTOMER P/O _ 508904 PP H7914 58,800.000 KG _SURRENDERED POLYPROPYLENE, __ PIC_ HEATH WILLIAMS / +1-864-967- 6096 / HWILLIAMS@FITESA.COM HS CODE_3902100000 . __FAX_ 213.623.3329 ___FAX_	LG CHEM AMERICA,INC.	LG CHEM, LTD	1/26/18	129,877	59,035	Pusan	Charleston, South Carolina	MOL MAGNIFICENCE	South Korea	28 BAG P/O _ 4501017114 CUSTOMER P/O _ 508904 PP H7914 58,800.000 KG _SURRENDERED POLYPROPYLENE __ PIC_ HEATH WILLIAMS / +1-864-967-	3475 PIEDMONT RD. NE, SUITE 1200, ATLANTA, GA, 30305	LG TWIN TOWERS 128, YEOUI-DAERO YEOUNGDEUNPO-GU, SEOUL, 150-721, KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500989900 CUSTOMER P/O : 112627 ACRYLIC, ACID, INHIBITED CLASS 8, UN2218, TEL:404-400-6101(EXT.6114) CADENCE CHEMICAL Y PO.112627 Y LOT NO.4SA171012B Y ACRYLIC ACID, STABILIZED CLASS 8,UN 2218	LG CHEM AMERICA,INC.	LG CHEM LTD.	11/14/17	36,960	16,800	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305 DONGWON LEE(DWLEE1 LGCHEM.COM)	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
ACRYLONITRILE-BUTADIENE-STYREN E (ABS) RESIN P/O : 4500927858 CUSTOMER P/O : 2 0170376 H.S.CODE :3903300000 ABS XR409H-NP 16,000.000 KG -SHI P TO: PTS, LLC STAR WAREHO, USE ONE PLASTICS AVE RAVEN SWOOD, WV 26164 304-273-0352	LG CHEM AMERICA,INC.	LG CHEM,LTD.	4/27/17	35,435	16,107	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 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 04
AROMATIC ESTERS OF ACRYLIC ACIDS	LG CHEM AMERICA,INC.	LG CHEM LTD.	5/19/16	44,000	20,000	Pusan	Charleston, South Carolina	YM EMINENCE	South Korea	NO MARKS	. 2400 LAKEVIEW PARKWAY SUITE 580,ALP ARETTA, GA 30009, USA ATTN SEA GUN	. LG TWIN TOWERS,128, YEOUI-DAERO,YOU GDUNGPO-GU, SEOUL, KOREA POSTAL CO
2-ETHYLHEXYL ACRYLATE SHIPPER'S OWN ISOTANK CONTAINER H.S. CODE: 291612	LG CHEM AMERICA,INC.	LG CHEM LTD.	3/29/16	44,000	20,000	Pusan	Charleston, South Carolina	KAETHE P	South Korea	N/M	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009, U.S.A ATTN:SEA GUN LEE	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
POLYCARBONATES P/O 4500752160 CUSTOMER P/O JULY PCABS EPC LUPOY NS5000C E2274 16,000.000 KG XHS CODE 3907400000 .	LG CHEM AMERICA,INC.	LG CHEM,LTD.	7/8/15	35,361	16,073	Pusan	Charleston, South Carolina	APL TURQUOISE	South Korea	AS PER LABEL	910 SYLVAN AVE ENGLEWOOD CLIFFS,NJ 07632.	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
ACRYLIC ACID, STABILIZED ACRYLIC ACID (CLASS 8, UN 2218) SHIPPERS OWN ISOTANK CONTAINER	LG CHEM AMERICA,INC.	LG CHEM LTD.	10/14/14	44,000	20,000	Yantian	Charleston, South Carolina	MOL PARTNER	China	N/M . . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFS,NJ 07632 U.S.A ATTN ARRON WEISS TEL 201-816-2968	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU,SEOUL,KOREA 150-721
P/O : 4500664797 CUSTOMER P/O : PA3651 M ETHYL ACRYLATE, INHIBITED CLASS 3.2, UN19 19 PACKING GROUP : II MA(METHYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 20,000.000K GS UN&IMO PLACARDS AFFIXED TO ALL 4 SIDE S OF ISOTANK(IM101) 201-816-2968 IMCO CLASS:3,U.N. NO:1919,F LASH POINT:-3,	LG CHEM AMERICA,INC.	LG CHEM.LTD	5/5/14	20,000	9,091	Port Bustamante	Charleston, South Carolina	ZIM ONTARIO	Jamaica	ISO TANK	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN:ARRON WEISS TEL:201 816 2968	LG TWIN TOWERS, 128,YEOUI-DAERO, YO UNGDUNGPO-GU,SEOUL,KOREA 150-721
P/O :4500664797 CUSTOMER P/O:PA3649 METH YL ACRYLATE, INHIBITED CLASS 3.2, UN1919 PAKING GROUP : II MA(METHYL ACRYLATE MONO MER) METHYL ACRYLATE BULK 20,000.000KG U N & IMO PLACARDS AFFIXED TO ALL 4SIDES OF ISOTANK(IM101) FREIGHT PREPAID 201-816-2968 IMCO CLASS:3,U.N. NO:1919,F LASH POINT:-3,	LG CHEM AMERICA,INC.	LG CHEM.LTD	4/20/14	20,000	9,091	Port Bustamante	Charleston, South Carolina	HYUNDAI INTEGRAL	Jamaica	AS PER LABEL	920 SYLVAN AVENUE,ENGLEWOOD CLIFFS, NJ 07632 U.S.ATTN:ARRON WEISS TEL: 201-816-2968 .	LG TWIN TOWERS,128,YEOUI-DAERO, YOU NGDUNGPO-GU,SEOUL,KOREA 150-721
P/O :4500664797 CUSTOMER P/O:PA3650 METH YL ACRYLATE, INHIBITED CLASS 3.2, UN1919 PACKING GRUOP : II MA(METHYL ACRYLATE MON OMER) METHYL ACRYLATE BULK 20,000.000KGS UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES O F ISOTANK(IM101) FREIGHT PREPAID 201-816-2968 IMCO CLASS:3,U.N. NO:1919,F LASH POINT:-3,	LG CHEM AMERICA,INC.	LG CHEM .LTD	4/20/14	20,000	9,091	Port Bustamante	Charleston, South Carolina	HYUNDAI INTEGRAL	Jamaica	AS PER LABEL	920 SYLVAN AVENUE.,ENGLEWOOD CLIFFS NJ 07632 U.S.A.ATTN:ARRON WEISS TE L:201-816-2968	LG TWIN TOWERS,128,YEOUI-DAERO, YOU NGDUNGPO-GU,SEOUL,KOREA 150-721
METHYL ACRYLATE (CLASS 3, UN 1919) H.S. CODE: 2916122000 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA,INC.	LG CHEM LTD.	1/22/14	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI FORWARD	South Korea	NO MARKS AND NUMBERS	920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632,U.S.A. ATTN:AARON WEISS	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
METHYL ACRYLATE (CLASS 3, UN 1919) H.S. CODE: 2916122000 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA,INC.	LG CHEM LTD.	1/16/14	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI GOODWILL	South Korea	NO MARKS AND NUMBERS	920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632,U.S.A. ATTN:AARON WEISS	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
METHYL ACRYLATE (CLASS 3, UN 1919) H.S. CODE: 2916122000 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA,INC.	LG CHEM LTD.	1/10/14	44,000	20,000	Pusan	Charleston, South Carolina	NYK DEMETER	South Korea	NO MARKS AND NUMBERS	920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632,U.S.A. ATTN:AARON WEISS	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
---------- SIMU2470242 DESCRIPTION-------- SHIPPERS OWNED CONTAINER ---------- GENERIC DESCRIPTION----------2 TANKS OF P/O : 4500636593 CUSTOMER P/O : USMMMKK8R3 2-ETHYLHEXYL ACRLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETHYLHEXYL ACRLYLATE MONOMER) 99.3MIN 40,000.000KG NA IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -FREIGHT PREPAID-MARKING: AS PER LABEL ---------- SIMU2470108 DESCRIPTION-------- SHIPPERS	LG CHEM AMERICA,INC.	LG CHEM LTD.	11/22/13	88,000	40,000	Pusan	Charleston, South Carolina	CMA CGM NEW JERSEY	South Korea	NO MARKS NO MARKS	920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
---------- SIMU2523994 DESCRIPTION-------- SHIPPERS OWNED CONTAINER ---------- GENERIC DESCRIPTION----------2 TANKS OF P/O : 4500636593 CUSTOMER P/O : USMMMKK8R0 2-ETHYLHEXYL ACRLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETHYLHEXYL ACRLYLATE MONOMER) 99.3MIN 40,000.000KG NA IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -FREIGHT PREPAID-MARKING: AS PER LABEL ---------- CXTU1049590 DESCRIPTION-------- SHIPPERS	LG CHEM AMERICA,INC.	LG CHEM LTD.	11/8/13	88,000	40,000	Pusan	Charleston, South Carolina	CMA CGM KINGFISH	South Korea	NO MARKS NO MARKS	920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
---------- SIMU2572970 DESCRIPTION-------- SHIPPERS OWNED CONTAINER ---------- GENERIC DESCRIPTION----------2-ETHYLHEXYL ACRLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETHYLHEXYL ACRLYLATE MONOMER) 99.3MIN ---------- SIMU2573718 DESCRIPTION--------SHIPPERS OWNED CONTAINER ---------- GENERIC DESCRIPTION----------2 TANKS OF P/O : 4500632124 CUSTOMER P/O : USMMMHK6H6 2-ETHYLHEXYL ACRLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA	LG CHEM AMERICA,INC.	LG CHEM LTD.	10/12/13	88,000	40,000	Pusan	Charleston, South Carolina	CMA CGM SWORDFISH	South Korea	NO MARKS NO MARKS	920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
---------- EAPU0312620 DESCRIPTION-------- SHIPPERS OWNED CONTAINER ---------- GENERIC DESCRIPTION----------3 ISO TANKS OF P/O : 4500623805 CUSTOMER P/O : USMMMFB7K5 2-ETHYLHEXYL ACRLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETHYLHEXYL ACRLYLATE MONOMER) 99.3MIN 60,000.000 KG NA IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -FREIGHT PREPAID- MARKS NO. AS PER LABEL ---------- SIMU2465210 DESCRIPTION-------- SHIPPERS OWNED	LG CHEM AMERICA,INC.	LG CHEM LTD.	8/30/13	132,000	60,000	Pusan	Charleston, South Carolina	CMA CGM KINGFISH	South Korea	NO MARKS NO MARKS NO MARKS	920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
---------- NPCU1040252 DESCRIPTION-------- SHIPPERS OWNED CONTAINER ---------- GENERIC DESCRIPTION---------- 2 TANKS OF P/O : 4500623805 CUSTOMER P/O : USMMMFB7K3 2-ETHYLHEXYL ACRLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETHYLHEXYL ACRLYLATE MONOMER) 99.3MIN 40,000.000KG NA IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) -FREIGHT PREPAID- MARKS AND NUMBERS ISO TANK ---------- CRXU8694009 DESCRIPTION----------GENERIC DESCRIPTION----------2-	LG CHEM AMERICA,INC.	LG CHEM LTD.	8/15/13	88,000	40,000	Pusan	Charleston, South Carolina	CMA CGM GEORGIA	South Korea	NO MARKS NO MARKS	920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
1 TANKS OF METHYL ACRYLATE (CLASS 3, UN 1919) H.S. CODE: 2916.12-2000 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA,INC.	LG CHEM LTD.	7/11/13	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDEAVOR	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
1 TANKS OF METHYL ACRYLATE (CLASS 3, UN 1919) H.S. CODE: 2916.12-2000 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEM AMERICA,INC.	LG CHEM LTD.	7/3/13	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXPRESS	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANKS OFMETYL ACRYLATE MONOMER(CLASS 3, UN 1919)SHIPPER-S OWN ISOTANK CONTAINERIMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA,INC.	LG CHEM LTD.	3/22/12	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMETYL ACRYLATE MONOMER(CLASS 3, UN 1919)SHIPPER-S OWN ISOTANK CONTAINERIMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	LG CHEM AMERICA,INC.	LG CHEM LTD.	3/22/12	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMA(METYL ACRYLATE MONOMER)(CLASS 3,UN 1919)SHIPPER-S OWN ISOTANK CONTAINERIMDG CLASS: 3U.N. NO.: 1919	LG CHEM AMERICA,INC.	LG CHEM LTD.	3/14/12	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA,INC.	LG CHEM LTD.	8/7/09	132,000	60,000	Pusan	Charleston, South Carolina	YM BUSAN	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL	. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	. 20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA,INC.	LG CHEM LTD.	7/25/09	88,000	40,000	Pusan	Charleston, South Carolina	YM SHANGHAI	South Korea	IN BULK IN BULK	. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	. 20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA,INC.	LG CHEM LTD.	7/10/09	132,000	60,000	Pusan	Charleston, South Carolina	YM EMINENCE	South Korea	IN BULK IN BULK IN BULK	. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE	LG CHEM AMERICA,INC.	LG CHEM LTD.	5/15/09	44,000	20,000	Pusan	Charleston, South Carolina	YM EMINENCE	South Korea	IN BULK	. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	. 20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE,INHIBITED	LG CHEM AMERICA,INC.	LG CHEM LTD.	4/11/07	132,000	60,000	Pusan	Charleston, South Carolina	HANJIN IRENE	South Korea	AS PER LABEL	.920 SYLVAN AVENUE ENGLEWOODCLIFFS, NJ 07632	.20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
P/O : 4500601697 CUSTOMER P/O : PA3346 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,000 .000KG *FREE STORAGE TIME A T THE DOCK IS FIVE WORKING DAY S ON BOARD DATE *UN&IMO PLACA RDS AFFIXED TO ALL 4 SIDES OF MAY.26,2013 ISOTANK(IM101) * DDC PREPAID	LG CHEM AMERICA,INC.,920 SYLVAN	LG CHEM LTD.	7/10/13	44,092	20,042	Shanghai	Charleston, South Carolina	FOLEGANDROS	China	ISO TANK	AVENUE.,ENGLEWOOD CLIFFS,NJ 07632 U.S.A,ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500601697 CUSTOMER P/O : PA3347 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,000 .000KG *FREE STORAGE TIME A T THE DOCK IS FIVE WORKING DAY S ON BOARD DATE : *UN&IMO PLA CARDS AFFIXED TO ALL 4 SIDES O F MAY.26.2013 ISOTANK(IM101)	LG CHEM AMERICA,INC.,920 SYLVAN	LG CHEM LTD.	7/10/13	44,092	20,042	Shanghai	Charleston, South Carolina	FOLEGANDROS	China	ISO TANK	AVENUE.,ENGLEWOOD CLIFFS,NJ 07632 U.S.A,ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500576947 CUSTOMER P/O : 22817 METHYL ACRYLATE,INHI BITED CLASS 3.2,UN1919 PACKI NG GROUP :II MA(METHYL ACRYLA TE MONOMER) 99.5%MIN 20,000. 000KG *FREE TANK HIRE TIME OF ISOTANK IS 14DAYS *NA&IMO PLACARDS AFFIXED TO ALL 4 SIDE S OF ISOTANK(IM101) *DDC PRE PAID	LG CHEM AMERICA,INC.,920SYLVAN	LG CHEM,LTD.	4/17/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DELLYS	South Korea	AS PER LABEL	AVENUE.,ENGLEWOOD CLIFFS,NJ 07632 U.S.A,ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500577441 CUSTOMER P/O : PA3268 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,000 .000KG *FREE STORAGE TIME A T THE DOCK IS FIVE WORKING DAY S. *UN&IMO PLACARDS AFFIXED T O ALL 4 SIDES OF ISOTANK(IM10 1) *DDC PREPAID	LG CHEM AMERICA,INC.,920SYLVAN	LG CHEM,LTD.	4/17/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DELLYS	South Korea	ISO TANK	AVENUE.,ENGLEWOOD CLIFFS,NJ 07632 U.S.A,ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-237733928 TEL EX 82-23773 39
P/O : 4500572293 CUSTOMER P/O : PA3246 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,000.000KG *FREE STORAGE TIME AT THE DOCK IS FIVE WORKING DA YS *UN&IMO PLACARDS AFFIXED T O ALL 4 SIDES OF ISOTANK(IM10 1) *DDC PREPAID	LG CHEM AMERICA,INC.,920SYLVAN	LG CHEM,LTD.	4/3/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MERLION	South Korea	ISO TANK	AVENUE.,ENGLEWOOD CLIFFS,NJ 07632 U.S.A,ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-237733928 TEL EX 82-23773 39

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
P/O : 4500572293 CUSTOMER P/O : PA3227 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,000 .000KG *FREE STORAGE TIME A T THE DOCK IS FIVE WORKING DAY S. *UN&IMO PLACARDS AFFIXED T O ALL 4 SIDES OF ISOTANK(IM10 1) *DDC PREPAID	LG CHEM AMERICA,IN C.,920SYLVA N	LG CHEM,LTD.	4/3/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MERLION	South Korea	ISO TANK	AVENUE,,ENGLEWOO D CLIFFS,NJ 07632 U.S.A,ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-237733928 TEL EX 82-23773 39
P/O : 4500569419 CUSTOMER P/O : 22656 METHYL ACRYLATE,INHI BITED CLASS 3.2,UN1919 PACKI NG GROUP :II MA(METHYL ACRYLA TE MONOMER) 99.5%MIN 20,000 .000KG *NA&IMO PLACARDS AF FIXED TO ALL 4 SIDES OF ISOTA NK(IM101)	LG CHEM AMERICA,IN C.,920SYLVA N	LG CHEM,LTD.	3/6/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DAMIETTA	South Korea	AS PER LABEL	AVENUE,,ENGLEWOO D CLIFFS,NJ 07632 U.S.A,ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 05
P/O : 4500562900 CUSTOMER P/O : 22527 METHYL ACRYLATE,INHI BITED CLASS 3.2,UN1919 PACKI NG GROUP :II MA(METHYL ACRYLA TE MONOMER) 99.5%MIN 20,000. 000KG *FREE TANK HIRE TIME OF ISOTANK IS 14DAYS *NA&IMO PL ACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) *DDC PREPA ID	LG CHEM AMERICA,IN C.,920SYLVA N	LG CHEM,LTD.	2/27/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DANBURY	South Korea	AS PER LABEL	AVENUE,,ENGLEWOO D CLIFFS,NJ 07632 U.S.A,ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
METHYL ACRYLATE(MA) (CLASS 3, UN 1919)	LG CHEM AMERICA,IN C.920 SYLVAN AVEN	LG CHEM LTD.20 YOIDO-DONG,YOUNGD UNG	5/21/10	44,000	20,000	Pusan	Charleston, South Carolina	YM BUSAN	South Korea	IN BULK >IN ISOTANK>	. CLIFFS, NJ 07632 U.S.A.ATTN:AARON W .	. LG TWIN TOWERS,SEOUL SOUTH KOREA 15 .
P/O : 4500398940 CUSTOMER P/O: 18932 METHYL ACRYLATE, INHIBITED CLASS 3.2, UN1919 PACKING GROUP : II MA(METYL ACRYLATE MONOMER) 99.5%MIN20,000.000KG	LG CHEM AMERICA.	LG CHEM LTD.	9/20/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DIEPPE	South Korea	AS PER LABEL	INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632 ATTN:AARON WEISS 1-2018162000 TELEX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
P/O : 4500398940 CUSTOMER P/O: 18931 METHYL ACRYLATE INHIBITED CLASS 3.2 UN1919 PACKAGING GROUP:II MA(METYL ACRYLATE MONOMER) 99.5%MIN20,000.000KG	LG CHEM AMERICA.	LG CHEM LTD.	9/13/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWODD CLIFFS. NJ07632 ATTN: AARON WEISS 1-2018162000 TELEX 1-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
P/O : 4500389531 CUSTOMER P/O: 18751 METHYL ACRYLATE, INHIBITED CLASS 3.2, UN1919 PACKING GROUP : II MA(METYL ACRYLATE MONOMER) 99.5%MIN20,000.000KG	LG CHEM AMERICA.	LG CHEM LTD.	8/23/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DUBROVNIK	South Korea	N/M	INC, 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632 ATTN:AARON WEISS 1-2018162000 TELEX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL, SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
METHYL ACRYLATE, INHIBITED DANGEROUS GOODS (1919,3) SHIPPER-S OWN TANK CONTAINER *CNTR & SEAL NO UTCU4563137 / 103837,103838,103839	LG CHEM AMERICA.	LG CHEM LTD.	7/19/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DIEPPE	South Korea	N/M	INC,920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632 ATTN : ARON WEISS 1-2018162000 TELEX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUHT KOREA 150-721 82-37731114 TELEX 82-325550573
P/O :4500376298 CUSTOMER P/O: 18540 METHYL ACRYLATE, INHIBITED CLASS 3,2, UN 1919 PACKAGING GROUP:II MA(METYL ACRYLATE MONOMER) 99.5%MIN 20,000.000	LG CHEM AMERICA.	LG CHEM LTD	7/12/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	N/M	INC,920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 ATTN:AARON WEISS 1-2018162000 TELEX 1-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
P/O :4500343232 CUSTOMER P/O:17929 METHYL ACRYLATE, INHIBITED	LG CHEM AMERICA.	LG CHEM LTD.	4/5/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DERINCE	South Korea	N/M	INC. 910 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632, U.S.A 1-2018162000 TELEX 1-2018160961	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
2-ETHYLHEXYL ACRYLATE,INHIBITEDNON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'2-ETHYLHEXYL ACRYLATE,INHIBITEDNON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'2-ETHYLHEXYL ACRYLATE,INHIBITEDNON-DANGEROUS GOODSSHIPPER-S OWN TANK CONTAINERS'FREIGHT PREPAID AT SINGAPORE'	LG CHEM AMERICA.	LG CHEM LTD.	3/16/11	132,000	60,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	N/M MARKS AND NUMBERS WITH CONTAINER UTCU466402 MARKS AND NUMBERS WITH CONTAINER UTCU466402	INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07832	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500569419 CUSTOMER P/O : 22654 METHYL ACRYLATE,INHI BITED CLASS 3.2,UN1919 PACKI NG GROUP :II MA(METHYL ACRYLA TE MONOMER) 99.5%MIN 20,000 .000KG *NA&IMO PLACARDS AFF IXED TO ALL 4 SIDES OF ISOTAN K(IM101) TANK NO & SEAL NO CXTU1023934/000056/000309/0 00396	LG CHEM AMERICA. INC. 920SYLVAN	LG CHEM. LTD	3/6/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DAMIETTA	South Korea	AS PER LABEL	AVENUE. ENGLEWOOD CLIFFS, NJ 07532 U.S.A. ATTN: AARON WEISS TEL: 201-816-2968 1-2018162000 TEL EX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWER, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 05
P/O : 4500562334 CUSTOMER P/O : PA3225 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,00 0.000KG *UN&IMO PLACARDS AF FIXED TO ALL 4 SIDES OF ISOTA NK(IM101) TANK NO & SEAL N O SIMU2518428/902115/902140/ 902177	LG CHEM AMERICA.IN C. 920 SYLVAN	LG CHEM.LTD.	2/20/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK GIRONDE	South Korea	ISO TANK	AVENUE. ENGLEWOOD CLIFFS. NJ 07532 U.S.A. ATTN: ARRON WEISS TEL: 201-816-2968 1-2018162000 TEL EX 1-	20 YOIDO -DONG, YOUNGDUNGPO-GU LG TWIN TOWER, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 05
AROMATIC ESTERS OF ACRYLIC ACIDS	LG CHEMAMERI CA, INC.	LG CHEM LTD.	5/26/16	44,000	20,000	Pusan	Charleston, South Carolina	YM ELIXIR	South Korea	NO MARKS	. 2400 LAKEVIEW PARKWAY SUITE 580,ALP .	. LG TWIN TOWERS,128, YEOUI-DAERO,YOU .

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
METHYL ACRYLATE	LG CHEMAMERICA, INC.	LG CHEM LTD.	5/26/16	44,000	20,000	Pusan	Charleston, South Carolina	YM ELIXIR	South Korea	NO MARKS	. 2400 LAKEVIEW PARKWAY SUITE 580,ALP .	. LG TWIN TOWERS,128, YEOUI-DAERO,YOU .
METHYL ACRYLATE	LG CHEMAMERICA, INC.	LG CHEM LTD.	5/26/16	44,000	20,000	Pusan	Charleston, South Carolina	YM ELIXIR	South Korea	NO MARKS	. 2400 LAKEVIEW PARKWAY SUITE 580,ALP .	. LG TWIN TOWERS,128, YEOUI-DAERO,YOU .
AROMATIC ESTERS OF ACRYLIC ACIDS	LG CHEMAMERICA, INC.	LG CHEM LTD.	5/26/16	44,000	20,000	Pusan	Charleston, South Carolina	YM ELIXIR	South Korea	NO MARKS	. 2400 LAKEVIEW PARKWAY SUITE 580,ALP .	. LG TWIN TOWERS,128, YEOUI-DAERO,YOU .
METHYL ACRYLATE	LG CHEMAMERICA, INC.	LG CHEM LTD.	5/19/16	44,000	20,000	Pusan	Charleston, South Carolina	YM EMINENCE	South Korea	NO MARKS	. 2400 LAKEVIEW PARKWAY SUITE 580,ALP .	. LG TWIN TOWERS,128, YEOUI-DAERO,YOU .
AROMATIC ESTERS OF ACRYLIC ACIDS	LG CHEMAMERICA, INC.	LG CHEM LTD.	5/19/16	44,000	20,000	Pusan	Charleston, South Carolina	YM EMINENCE	South Korea	NO MARKS	. 2400 LAKEVIEW PARKWAY SUITE 580,ALP .	. LG TWIN TOWERS,128, YEOUI-DAERO,YOU .
AROMATIC ESTERS OF ACRYLIC ACIDS	LG CHEMAMERICA, INC.	LG CHEM LTD.	5/19/16	44,000	20,000	Pusan	Charleston, South Carolina	YM EMINENCE	South Korea	NO MARKS	. 2400 LAKEVIEW PARKWAY SUITE 580,ALP .	. LG TWIN TOWERS,128, YEOUI-DAERO,YOU .
MA (METHYL ACRYLATE MONOMER) CLASS 3 UN 1919 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEMAMERICA, INC.	LG CHEM LTD.	4/15/16	44,000	20,000	Pusan	Charleston, South Carolina	NYK DAEDALUS	South Korea	N/M	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009, USA ATTN: SEA GUN LEE TEL:678-708-6074	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
MA (METHYL ACRYLATE MONOMER) CLASS 3 UN 1919 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEMAMERICA, INC.	LG CHEM LTD.	4/15/16	44,000	20,000	Pusan	Charleston, South Carolina	NYK DAEDALUS	South Korea	N/M	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009, USA ATTN: SEA GUN LEE TEL:678-708-6074	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
MA (METHYL ACRYLATE MONOMER) CLASS 3 UN 1919 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEMAMERICA, INC.	LG CHEM LTD.	4/15/16	44,000	20,000	Pusan	Charleston, South Carolina	NYK DAEDALUS	South Korea	N/M	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009, USA ATTN: SEA GUN LEE TEL:678-708-6074	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
MA(METYL ACRYLATE MONOMER) CLASS 3 UN 1919 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEMAMERICA, INC.	LG CHEM LTD.	4/6/16	44,000	20,000	Pusan	Charleston, South Carolina	ZIM ONTARIO	South Korea	N/M	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009, USA ATTN: SEA GUN LEE TEL:678-708-6074	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
MA (METYL ACRYLATE MONOMER) CLASS 3 UN1919 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEMAMERICA, INC.	LG CHEM LTD.	4/6/16	44,000	20,000	Pusan	Charleston, South Carolina	ZIM ONTARIO	South Korea	N/M	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009, USA ATTN: SEA GUN LEE TEL:678-708-6074	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
MA (METYL ACRYLATE MONOMER) CLASS 3 UN 1919	LG CHEMAMERICA, INC.	LG CHEM LTD.	4/6/16	44,000	20,000	Pusan	Charleston, South Carolina	ZIM ONTARIO	South Korea	N/M	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009, USA ATTN: SEA GUN LEE TEL:678-708-6074	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE(MA) CLASS 3, UN1919 SHIPPER'S OWN ISO TANK CONTAINER H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEMAMERICA, INC.	LG CHEM LTD.	3/29/16	44,000	20,000	Pusan	Charleston, South Carolina	KAETHE P	South Korea	N/M	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009, USA ATTN: SEA GUN LEE TEL:678-708-6074	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE CLASS 3, UN1919 SHIPPER'S OWN ISOTANK CONTAINER H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919	LG CHEMAMERICA, INC.	LG CHEM LTD.	3/29/16	44,000	20,000	Pusan	Charleston, South Carolina	KAETHE P	South Korea	N/M	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009, USA ATTN: SEA GUN LEE TEL:678-708-6074	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
METHYL ACRYLATE	LG CHEMAMERICA, INC.	LG CHEM LTD.	1/29/16	44,000	20,000	Pusan	Charleston, South Carolina	VECCHIO BRIDGE	South Korea	NO MARKS	. 2400 LAKEVIEW PARKWAY SUITE 580, AL HARETTA, GA 30009, USA ATTN SEA G	. LG TWIN TOWERS,128, YEOUI-DAERO, YO NGDUNGPO-GU, SEOUL, KOREA 150-721
METHYL ACRYLATE	LG CHEMAMERICA, INC.	LG CHEM LTD.	1/29/16	44,000	20,000	Pusan	Charleston, South Carolina	VECCHIO BRIDGE	South Korea	NO MARKS	. 2400 LAKEVIEW PARKWAY SUITE 580, AL HARETTA, GA 30009, USA ATTN SEA G	. LG TWIN TOWERS,128, YEOUI-DAERO, YO NGDUNGPO-GU, SEOUL, KOREA 150-721
METHYL ACRYLATE MA(METHYL ACRYLATE) CLASS 3, UN 1919 SHIPPERS OWN ISOTANK CONTAINERS NET WEIGHT 20,000KGS TARE WEIGHT 3,610KGS GROSS WEIGHT 23,610KGS METHYL ACRYLATE MA(METHYL ACRYLATE) CLASS 3, UN 1919 SHIPPERS OWN ISOTANK CONTAINERS NET WEIGHT 20,000KGS TARE WEIGHT 3,575KGS GROSS WEIGHT 23,575KGS	LG CHEMAMERICA, INC.	LG CHEM , LTD	12/27/15	88,000	40,000	Pusan	Charleston, South Carolina	MOL EXPEDITOR	South Korea	N/M . . . . . .N/M	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009, USA ATTN SEA GUN LEE TEL 678-984-714	LG TWIN TOWER , 128 YEOUI-DAERO, YEONGDEUNGPO-GU SEPUL, KOREA 150-721
METHYL ACRYLATE CLASS 3, UN1919 SHIPPERS OWN ISOTANK CONTAINER	LG CHEMAMERICA, INC.	LG CHEM LTD.	10/29/15	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI UNITY	South Korea	N/M . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE CLASS 3, UN1919 SHIPPERS OWN ISOTANK CONTAINER	LG CHEMAMERICA, INC.	LG CHEM LTD.	10/29/15	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI UNITY	South Korea	N/M . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE CLASS 3 UN 1919 SHIPPERS OWN ISOTANK CONTAINER	LG CHEMAMERICA, INC.	LG CHEM LTD.	10/22/15	44,000	20,000	Pusan	Charleston, South Carolina	MOL EMINENCE	South Korea	N/M . .	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS,128,YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
METHYL ACRYLATE	LG CHEMAMERICA, INC.	LG CHEM LTD.	8/30/15	44,000	20,000	Pusan	Charleston, South Carolina	EVER DELIGHT	South Korea	NO MARKS	. 920 SYLVAN AVENUE., ENGLEWOOD CLIFF .	. LG TWIN TOWERS,128, YEOUI-DAERO,YOU .
METHYL ACRYLATE	LG CHEMAMERICA, INC.	LG CHEM LTD.	8/30/15	44,000	20,000	Pusan	Charleston, South Carolina	EVER DELIGHT	South Korea	NO MARKS	. 920 SYLVAN AVENUE.,ENGLEWOOD CLIFFS .	. LG TWIN TOWERS,128, YEOUI-DAERO,YOU .
METHYL ACRYLATE	LG CHEMAMERICA, INC.	LG CHEM LTD.	8/27/15	44,000	20,000	Pusan	Charleston, South Carolina	ALM WODONGA	South Korea	NO MARKS	. 920 SYLVAN AVENUE., ENGLEWOOD CLIFF .	. LG TWIN TOWERS,128, YEOUI-DAERO,YOU .
METHYL ACRYLATE	LG CHEMAMERICA, INC.	LG CHEM LTD.	8/27/15	44,000	20,000	Pusan	Charleston, South Carolina	ALM WODONGA	South Korea	NO MARKS	. 920 SYLVAN AVENUE., ENGLEWOOD CLIFF .	. LG TWIN TOWERS,128, YEOUI-DAERO,YOU .
METHYL ACRYLATE	LG CHEMAMERICA, INC.	LG CHEM LTD.	7/16/15	44,000	20,000	Pusan	Charleston, South Carolina	APL GARNET	South Korea	SEAL NO.: 001340 IN ISO TANK	920 SYLVAN AVENUE., FORT MILL FORT MILL US US	LG TWIN TOWERS,128, YEOUI-DAERO SEOUL SEOUL KR KR
METHYL ACRYLATE	LG CHEMAMERICA, INC.	LG CHEM LTD.	7/9/15	44,000	20,000	Pusan	Charleston, South Carolina	MOL EXCELLENCE	South Korea	SEAL NO.: 206374 IN ISO TANK	920 SYLVAN AVENUE., FORT MILL FORT MILL US US	LG TWIN TOWERS,128, YEOUI-DAERO, SEOUL SEOUL KR KR
P/O : 4500732539 CUSTOMER P/O : 27328 PO# 27328 METHYL AC RYLATE, INHIBITED CLASS 3, UN 1919 PACKAGING GROUP:II MA(M ETHYL ACRYLATE MONOMER) METHY L ACRYLATE BULK 20,000.000 KG -FREIGHT PREPAID -FREE TANK HIRE TIME OF ISOTANK IS 14DAY -UN&IMO PLACARDS AFFIXED TO A LL 4 SIDES OF ISOTANK(IM101) -DDC PREPAID	LG CHEMAMERICA, INC.	LG CHEM LTD.	4/28/15	44,092	20,042	Ningpo	Charleston, South Carolina	MAERSK SANA	China	N/M	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968 1-2018162000 TEL EX 1-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-553206012 TEL EX 82-32555 05
CUSTOMER P/O : 27328 PO# 2732 8 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACKAGING GR OUP:II MA(METHYL ACRYLATE MON OMER) METHYL ACRYLATE BULK 20 ,000.000 KG -FREIGHT PREPAID -FREE TANK HIRE TIME OF ISOTA NK IS 14DAY -UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOT ANK(IM101) -DDC PREPAID	LG CHEMAMERICA, INC.	LG CHEM LTD.	4/28/15	44,092	20,042	Ningpo	Charleston, South Carolina	MAERSK SANA	China	N/M	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968 1-2018162000 TEL EX 1-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-37731114 TEL EX 82-32555 05

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
P/O : 4500732538 CUSTOMER P/O : 27325 PO# 27325 METHYL AC RYLATE, INHIBITED CLASS 3, UN 1919 PACKAGING GROUP:II MA(M ETHYL ACRYLATE MONOMER) METHY L ACRYLATE BULK 20,000.000 KG -UN&IMO PLACARDS AFFIXED TO A LL 4 SIDES OF ISOTANK(IM101) AS PER LABEL ADDING SEAL NO SIMU2594259 - 026782-0267 86	LG CHEMAMERI CA, INC.	LG CHEM LTD.	4/14/15	44,092	20,042	Ningpo	Charleston, South Carolina	CLEMENTINE MAERSK	China	N/M	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968 1-2018162000 TEL EX 1-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500732538 CUSTOMER P/ O : 27326 PO# 27326 METHYL ACRYLATE, INHIBITED CLASS 3 , UN1919 PACKAGING GROUP:II MA(METHYL ACRYLATE MONOMER) METHYL ACRYLATE -FREE TANK HIRE TIME OF ISOTANK IS 14DAY -UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) DEMURRAGE : 14 DAYS FREE WI TH A RATE OF 35 PER TANK, PER DAY THEREAFTER SEAL N O.: 111503-111524-111589	LG CHEMAMERI CA, INC.	LG CHEM LTD.	4/14/15	44,092	20,042	Ningpo	Charleston, South Carolina	CLEMENTINE MAERSK	China	AS PER LABEL	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968 1-2018162000 TEL EX 1-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-37731114 TEL EX 82-32555 05
METHYL ACRYLATE, STABILIZED 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,255 KGS TARE WEIGHT 3,745 KGS	LG CHEMAMERI CA, INC.	LG CHEM LTD.	12/11/14	44,000	20,000	Pusan	Charleston, South Carolina	ZIM ONTARIO	South Korea	NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721
METHYL ACRYLATE, STABILIZED 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,070 KGS TARE WEIGHT 3,930 KGS	LG CHEMAMERI CA, INC.	LG CHEM LTD.	12/11/14	44,000	20,000	Pusan	Charleston, South Carolina	ZIM ONTARIO	South Korea	NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721
1CNTR SHIPPER-S LOAD,COUNT & WEIGHT : METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 PACKAGING GROUP:II MA(METHYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 20,000.000 KG BLKU2518921 S/904685,904690,904694 HS CODE : 291612 FREIGHT PREPAID COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES H.S. CODE: 291612 IMDG CLASS: 3 U.N. NO.: 1919 METHYL ACRYLATE, STABILIZED CLASS 3,UN 1919	LG CHEMAMERI CA, INC.	LG CHEM LTD.	1/22/14	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI FORWARD	South Korea	NO MARKS AND NUMBERS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
*FREE TANK HIRE TIME OF ISOTAN K 4 DAY *NA&IMO PLACRDS AFFIX ED TO ALL 4 SIDES OF ISOTANK(I M 101) * DDC PREPAID + EME RGENCY COMMUNICATION TEL : +82-61-680-6916 / MOBILE : +82 -10-2328-0024 PIC : KIM IN SEOK P/O : 4500550126 CUS TOMER P/O : 22289 METHYL ACRY LATE, STABILIZED CLASS3, UN 1919 PACKAGING GROUP:II MA(M ETYL ACRYLATE MONOMER) 99.5% MIN 20,000 KG UN1919,METHY L ACRYLATE, STABILIZED,3,II, (-3C C.C.)	LG CHEMAMERI CA, INC.	LG CHEM LTD.	1/9/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL ---------- GE SU8105506 SEAL NO: 000512, 000530, 0005 79	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN: AARON WEISS TEL:201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O: 4500531517 CUSTOMER P/O : 21899 METHYL ACRYLATE, ST ABILIZED CLAS 3, UN 1919 PACK AGING GROPU: II MA (METYL AC RYLATE MONOMER) 99.5% MIN 20, 000.00 KG UN1919, METHYL AC RYLATE, STABILIZED, 3, II, (-3C C.C.) *NA & IMO PLACARD S AFFIXED TO ALL 4 SIDES OF IS OTANK (IM101) *DDC PREPAID -EMERGENCY COMMUNICATION TE L: +82-61-680-6916/MOBILE: + 82-10-2328-0024 PIC: KIM IN SEOK	LG CHEMAMERI CA, INC.	LG CHEM. LTD.	11/20/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DRURY	South Korea	AS PER LABEL *000434	920 SYLVAN AVENUE. ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN: AARON WEISS TEL: 201-816-29	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
AS PER APPENDIX * FREE TAN K HIRE TIME OF ISOTANK IS 14 D AY * NA & IMO PLACARDS AFFIX ED TO ALL 4 SIDES OF ISO TANK (IM101) * DDC PREPAID -EM ERGENCY COMMUNICATION TEL: + 82-61-680-6916/MOBILE: +82-10 -2328-0024 PIC: KIM IN SEOK	LG CHEMAMERI CA, INC.	LG CHEM LTD.	11/14/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MERLION	South Korea	FINAL DESTINATION FORT MILL, SC	920 SYLVAN VENUE ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-29	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
* FREE TANK HIRE TIME OF ISOT ANK IS 4 DAY * NA & IMO PLAC ARDS AFFIXED TO ALL 4 SIDES OF ISOTANK (IM101) * DDC PREPA ID - EMERGENCY COMMUNICA TION TEL: +82-61--680-6916 /MOBILE: +82-10-2328-0024 P IC: KIM IN SEOK	LG CHEMAMERI CA, INC.	LG CHEM. LTD.	10/31/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DIEPPE	South Korea	FINAL DESTINATION FORT MILL, SC	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
* FREE TANK HIRE TIME OF ISOTA NK IS 4 DAY * NA&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISO TANK (IM 101) * DDC PREPAID - EMERGENCY COMMUNICATION TE L : +82-61-680-6916 / MOBILE : +82-10-2328-0024 PIC : KIM IN SEOK	LG CHEMAMERI CA, INC.	LG CHEM LTD.	10/24/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	FINAL DESTINATION FORT MILL , SC	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-29	20, YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
* FREE TANK HIRE TIME OF ISOTA NK IS 4 DAY * NA&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISO TANK (IM 101) * DDC PREPAID - EMERGENCY COMMUNICATION TE L : +82-61-680-6916 / MOBILE : +82-10-2328-0024 PIC : KIM IN SEOK	LG CHEMAMERI CA, INC.	LG CHEM LTD.	10/24/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	FINAL DESTINATION FORT MILL, SC	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-29	20, YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
* FREE TANK HIRE TIME OF ISOTA NK IS 14 DAYS * UN&IMO PLACAR DS AFFIXED TO ALL 4 SIDES OF I SOTANK (IM101) * DDC PREPAID - EMERGENCY COMMUNICATION T EL : +82-61-680-6916 / MOBILE : +82-10-2328-0024 PIC : KI M IN SEOK	LG CHEMAMERI CA, INC.	LG CHEM LTD.	10/24/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	FINAL DESTINATION GEORGETOWN, SC	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-29	20, YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
* FREE TANK HIRE TIME OF ISOTA NK IS 4 DAY * NA&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISO TANK (IM101) * DDC PREPAID - EMERGENCY COMMUNICATION TEL : +82-61-680-6916 / MOBILE : +82-10-2328-0024 PIC : KIM IN SEOK	LG CHEMAMERI CA, INC.	LG CHEM LTD.	10/24/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	FINAL DESTINATION FORT MILL, SC	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-29	20, YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500516934 CUSTOMER P/O : 21637 METHYL ACRYLATE, STABILIZED CLASS 3, UN1919PACKAGING GROUP : II *FREE TANK HIRE TIME OF ISOTANK IS4 DAY *NA&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK (IM101) *DDC PREPAID - EMERGENCY COMMUNICATION TEL : +82-61-680-6916 / MOBILE : +82-10-2328-0024 PIC : KIM IN SEOKMETHYL ACRYLATE, STABILIZEDCLASS 3 UN 1919 PACKAGING GROUP : II UN1919, METHYL ACRYLATE, STABILIZED,3,II, (-3C C.C)	LG CHEMAMERI CA, INC.	LG CHEM LTD.	10/17/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DAVENPORT	South Korea	SEAL NO: 000214, 0002 34, 000263	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
METHYL ACRYLATE, STABILIZED CLASS 3 UN1919 PACKAGE GROUP :II ** DDC PREPAID	LG CHEMAMERICA, INC.	LG CHEM LTD.	10/3/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DANBURY	South Korea	AS PER LABEL * 000286, 000290	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN:AARON WEISS TEL:201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O 4500515033 CUSTOMER P/O : 21596 METHYL ACRYLATE, STABILIZED CLASS 3, UN1919PACKAGING GROUP: II MA (METYL ACRYLATE MONOMER) 99.5% MIN20,000.00 KG *FREE TANK HIRE TIME OF ISOTANK IS 4 DAY *NA&IMO PLACARDS AFFIXED TO ALL4 SIDES OF ISOTANK (IM 101)*DDC PREPAID - EMERGENCY COMMUNICATION TEL : +82-61-680-6916 / MOBILE : +82-10-2328-0024 PIC : KIM IN SEOKMETHYL ACRYLATE UN 1919, METHYL ACRYLATE, STABILIZED, 3,II, (-2.80 C C.C.)	LG CHEMAMERICA, INC.	LG CHEM LTD.	9/26/12	44,092	20,042	Pusan	Charleston, South Carolina	SCT ZURICH	South Korea	N/M	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN: AARON WEISS TEL:201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500476684 CUSTOMER P/O: 20831 METHYL ACRYLATE,INHIBITED CLASS 3,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG * FREE STORAGE TIME OF ISOTANK IS 14 DAYS ANDON BOARD DATE: FREE STORAGETIME AT THE DOCK IS FIVE WORKING MAY.26,2012 DAYS *NA& IMO PLACARDS AFFIXED TO ALL4 SIDES OF ISOTANK(IM101) *DDC PREPAID	LG CHEMAMERICA, INC.	LG CHEM LTD.	6/21/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MERLION	South Korea	AS PER LABEL	920SYLAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON WEISS TEL : 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500441269 CUSTOMER P/O: 19954 METHYL ACRYLATE,INHIBITED CLASS 3.2,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG * FREE STORAGE TIME OF ISOTANK IS 14 DAYS AND FREE STORAGE TIME AT THE DOCK IS FIVE WORKING DAYS * NA & IMO PLACARDS AFFIXED TO ALL 4SIDES OF ISOTANK (IM101) *DDCPREPAID	LG CHEMAMERICA, INC.	LG CHEM, LTD.	2/29/12	44,092	20,042	Pusan	Charleston, South Carolina	QINGDAO TOWER	South Korea	AS PER LABEL	920SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A ATTN:AARON WEISS TEL :201-816-2968 1-2018162000	20, YOIDO-DONG YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TELEX 82-325550573
P/O : 4500441269 CUSTOMER P/O: 19954 METHYL ACRYLATE,INHIBITED CLASS 3.2,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG	LG CHEMAMERICA, INC.	LG CHEM, LTD.	2/22/12	44,092	20,042	Pusan	Charleston, South Carolina	SCT ZURICH	South Korea	AS PER LABEL *101227,101298	920SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A ATTN:AARON WEISS TEL :201-816-2968 1-2018162000	20, YOIDO-DONG YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-553206012 TELEX 82-325550573
P/O : 4500441269 CUSTOMER P/O: 19953 METHYL ACRYLATE,INHIBITED CLASS 3.2,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG * FREE STORAGE TIME OF ISOTANK IS 14 DAYS ANDON BOARD DATE : FREE STORAGETIME AT THE DOCK IS FIVE WORKING JAN. 13,2012 DAYS *NA &IMO PLACARDS AFFIXED TO ALL4 SIDES OF ISOTANK(IM101) *DDC PREPAID	LG CHEMAMERICA, INC.	LG CHEM, LTD.	2/8/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DRURY	South Korea	AS PER LABEL	920SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A ATTN:AARON WEISS TEL : 201-816-2968 1-2018162000	20,YOIDO-DONG YOUNGOUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
P/O : 4500432367 CUSTOMER P/O: 19741 METHYL ACRYLATE,INHIBITED CLASS 3.2,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG P/O : 4500432367CUSTOMER P/O : 19742 METHYL ACRYLATE,INHIBITED CLASS 3.2,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG	LG CHEMAMERICA, INC.	LG CHEM. LTD.	12/27/11	88,184	40,084	Pusan	Charleston, South Carolina	MAERSK DUBROVNIK	South Korea	N/M	920SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN:AARON WEISS TEL:201-816-2968 1-2018162000 TELEX 1-	20, YOIDO-DONG YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TELEX 82-325550573
P/O : 4500432367 CUSTOMER P/O: 19741 METHYL ACRYLATE,INHIBITED CLASS 3.2,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG P/O : 4500432367CUSTOMER P/O : 19742 METHYL ACRYLATE,INHIBITED CLASS 3.2,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG	LG CHEMAMERICA, INC.	LG CHEM. LTD.	12/27/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DUBROVNIK	South Korea	N/M	920SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN:AARON WEISS TEL:201-816-2968 1-2018162000 TELEX 1-	20, YOIDO-DONG YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TELEX 82-325550573
P/O : 4500417444 CUSTOMER P/O: 19333 METHYL ACRYLATE,INHIBITED CLASS 3.2,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG *NA & 1MO PLACARDS AFFIXED TO ALL 4 SIDES OFISOTANK(IM101) *DCC PREPAID	LG CHEMAMERICA, INC.	LG CHEM,LTD.	12/12/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DANBURY	South Korea	AS PER LABEL	920SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A ATTN:AARON WEISS TEL :201-816-2968 1-2018162000	20,YOIDO-DONG YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-325550573
P/O : 4500417444 CUSTOMER P/O: 19333 METHYL ACRYLATE,INHIBITED CLASS 3.2,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG	LG CHEMAMERICA, INC.	LG CHEM, LTD.	11/29/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DELLYS	South Korea	AS PER LABEL	920SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632, NJ 0763 ATTN:AARON WEISS TEL : 201-816-2968 1-2018162000 TELEX 1-	20,YOIDO-DONG YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
P/O : 4500417444 CUSTOMER P/O: 19333 METHYL ACRYLATE,INHIBITED CLASS 3.2,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG	LG CHEMAMERICA, INC.	LG CHEM, LTD.	11/22/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DIEPPE	South Korea	AS PER LABEL	920SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON WEISS TEL : 201-816-2968 1-2018162000 TELEX 1-	20, YOIDO-DONG YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
P/O : 4500417444 CUSTOMER P/O: 19333 METHYL ACRYLATE,INHIBITED CLASS 3.2,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG	LG CHEMAMERICA, INC.	LG CHEM. LTD.	11/15/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL	920SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN:AARON WEISS TEL:201-816-2968 1-2018162000 TELEX 1-	20, YOIDO-DONG YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
P/O :4500417444 CUSTOMER P/O:19333 METHYL ACRYLATE,INHIBITED CLASS 3.2 UN1919 PACKINGGROUP:II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KGS	LG CHEMAMERICA, INC.	LG CHEM.LTD.	11/8/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DRYDEN	South Korea	AS PER LABEL	920SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A ATTN:AARON WEISS TEL :201-816-2968 1-2018162000	20,YOIDO-DONG YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
METHYL ACRYLATE, INHIBITED DANGEROUS GOODS (1919,3) SHIPPER-S OWN TANK CONTAINER	LG CHEMAMERICA, INC.	LG CHEM LTD.	8/30/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DAMIETTA	South Korea	N/M	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN:AARON WEISS TEL:201-816-2968 1-2018162000 TELEX 1-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
---------- GESU8053399 DESCRIPTION---------PSN: METHYL ACRYLATE, STABILIZED UN NUMBER: 1919 - IMDG CLASS: 3 - PG: II - FLASHPOINT: -3 C ----------GENERIC DESCRIPTION----------1 ISO TANK OF P/O : 4500840716, CUSTOMER P/O : 30495 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACKAGING GROUP:II MA(METYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 20,000.000 KG +FREIGHT PREPAID +UN IMO PLACARDS AFFIXED TO ALL 4 SIDES, OF ISOTANK(IM101) NATION FORD	LG CHEMAMERICA, INC.,	LG CHEM LTD.	7/27/16	44,000	20,000	Pusan	Charleston, South Carolina	DEIRA	South Korea	NO MARKS	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305, USA ATTN: SEA GUN LEE TEL:678-708-6074	LG TWIN TOWERS, 128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
---------- EXPU4405100 DESCRIPTION--------- SHIPPERS OWNED CONTAINER PSN: METHYL ACRYLATE, STABILIZED UN NUMBER: 1919 - IMDG CLASS: 3 - PG: II - FLASHPOINT: -3 C ----------GENERIC DESCRIPTION----------1 ISO TANK OF, P/O : 4500840716 CUSTOMER P/O : 30493 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACKAGING GROUP:II MA(METYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 20,000.000 KG UN IMO PLACARDS AFFIXED TO ALL 4 SIDES, OF ISOTANK(IM101) DDC	LG CHEMAMERICA, INC.,	LG CHEM LTD.	7/17/16	44,000	20,000	Pusan	Charleston, South Carolina	CPO NORFOLK	South Korea	NO MARKS	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305, USA ATTN: SEA GUN LEE TEL:678-708-6074	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
---------- CATU1018157 DESCRIPTION--------- SHIPPERS OWNED CONTAINER PSN: METHYL ACRYLATE, STABILIZED UN NUMBER: 1919 - IMDG CLASS: 3 - PG: II - FLASHPOINT: -3 C ----------GENERIC DESCRIPTION----------1 ISO TANK OF, P/O : 4500840716 CUSTOMER P/O : 30494 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACKAGING GROUP:II MA(METYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 20,000.000 KG UN IMO PLACARDS AFFIXED TO ALL 4 SIDES, OF ISOTANK(IM101) DDC	LG CHEMAMERICA, INC.,	LG CHEM LTD.	7/17/16	44,000	20,000	Pusan	Charleston, South Carolina	CPO NORFOLK	South Korea	NO MARKS	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305, USA ATTN: SEA GUN LEE TEL:678-708-6074	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
ESTERS OF ACRYLIC ACID	LG CHEMAMERICA, INC.,	LG CHEM LTD.	7/14/16	44,000	20,000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	NO MARKS	. 3475 PIEDMONT RD. NE STE. 1200, ATL .	. LG TWIN TOWERS,128, YEOUI-DAERO, YO .
METHYL ACRYLATE	LG CHEMAMERICA, INC.,	LG CHEM LTD.	7/14/16	44,000	20,000	Pusan	Charleston, South Carolina	HANNOVER BRIDGE	South Korea	NO MARKS	. 3475 PIEDMONT RD. NE STE. 1200, ATL .	. LG TWIN TOWERS,128, YEOUI-DAERO, YO .
---------- UTTU2340138 DESCRIPTION--------- SHIPPERS OWNED CONTAINER PSN: METHYL ACRYLATE, STABILIZED UN NUMBER: 1919 - IMDG CLASS: 3 - PG: II - FLASHPOINT: -3 C ----------GENERIC DESCRIPTION----------1 TANK OF, P/O : 4500840716 CUSTOMER P/O : 30489 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACKAGING GROUP:II MA(METYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 20,000.000 KG FREIGHT PREPAID, DDC PREPAID NATION FORD CHEM COSTOMER PO	LG CHEMAMERICA, INC.,	LG CHEM LTD.	7/3/16	44,000	20,000	Pusan	Charleston, South Carolina	CPO MIAMI	South Korea	NO MARKS	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009, USA ATTN: SEA GUN LEE TEL: 678-984-714	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
---------- GESU8052963 DESCRIPTION---------SHIPPERS OWNED CONTAINER PSN: METHYL ACRYLATE, STABILIZED UN NUMBER: 1919 - IMDG CLASS: 3 - PG: II - FLASHPOINT: -3 C ----------GENERIC DESCRIPTION----------1 ISO TANK OF, P/O : 4500840716 CUSTOMER P/O : 30490 METHYL ACRYLATE, INHIBITED CLASS 3, UN1919 PACKAGING GROUP:II MA(METYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 20,000.000 KG FREIGHT PREPAID, UN IMO PLACARDS AFFIXED TO ALL 4 SIDES OF	LG CHEMAMERICA, INC.,	LG CHEM LTD.	7/3/16	44,000	20,000	Pusan	Charleston, South Carolina	CPO MIAMI	South Korea	NO MARKS	2400 LAKEVIEW PARKWAY SUITE 580, ALPHARETTA, GA 30009, USA ATTN: SEA GUN LEE TEL: 678-984-714	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500835449 CUSTOMER P/O : 0408 METHYL ACRYLATE, INHIBITED CLASS 3.2, UN1919, PACKAGING GROUP:II MA(METYL ACRYLATE MONOMER) METHYL ACRYLATE DRUM 14,400.0KG SURRENDERED B/L REQUIRED FREIGHT PREPAID FREE TANK HIRE TIME OF ISOTANK IS 14DAYS UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISO, ANK (IM101) DDC PREPAID TEL:404-400-6101 EXT.6114 COVALENT CHEMICAL	LG CHEMAMERICA, INC.,	LG CHEM LTD.	6/14/16	34,848	15,840	Pusan	Charleston, South Carolina	ZIM ONTARIO	South Korea	AS PER LABEL	3475 PIEDMONT RD. NE STE. 1200, ATLANTA, GA 30305, USA ATTN: SEA GUN LEE	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA POSTAL CODE. 07336
P/O : 4500417444 CUSTOMER P/O: 19333 METHYL ACRYLATE,INHIBITED CLASS 3.2,UN1919 PACKAGING GROUP :II MA(METHYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG *FREE STORAGE TIME OF ISOTANK IS 14 DAYS ANDFREE STORAGE TIME AT THE DOCKIS FIVE WORKING DAYS *NA & IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK(IM101) *DDC PREPAID	LG CHEMAMERICA,INC.	LG CHEM.LTD.	12/13/11	44,092	20,042	Pusan	Charleston, South Carolina	RHL FELICITAS	South Korea	AS PER LABEL	920SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A ATTN:AARON WEISS TEL :201-816-2968 1-2018162000	20,YOIDO-DONG YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-553206012 TELEX 82-325550573
METHYL ACRYLATE 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,070 KGS TARE WEIGHT 3,930 KGS	LG CHEMAMERICA. INC ..	LG CHEM LTD.	5/5/15	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI DYNASTY	South Korea	NO MARKS	920 SYLVAN AVENUE . . ENGLEWOOD CLIFFS. NJ 07632 U.S.A. ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS.128. YEOUI-DAERO. YOUNGDUNGPO-GU. SEOUL. KOREA 150-721
METHYL ACRYLATE 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,180 KGS TARE WEIGHT 3,820 KGS	LG CHEMAMERICA. INC ..	LG CHEM LTD.	5/5/15	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI DYNASTY	South Korea	NO MARKS	920 SYLVAN AVENUE . . ENGLEWOOD CLIFFS. NJ 07632 U.S.A. ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS.128. YEOUI-DAERO. YOUNGDUNGPO-GU. SEOUL. KOREA 150-721
METHYL ACRYLATE 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,160 KGS TARE WEIGHT 3,840 KGS	LG CHEMAMERICA. INC ..	LG CHEM LTD.	5/5/15	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI DYNASTY	South Korea	NO MARKS	920 SYLVAN AVENUE . . ENGLEWOOD CLIFFS. NJ 07632 U.S.A. ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS.128. YEOUI-DAERO. YOUNGDUNGPO-GU. SEOUL. KOREA 150-721
METHYL ACRYLATE, STABILIZED 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,550 KGS TARE WEIGHT 3,450 KGS	LG GLOBAL CHEM AMERICA, INC.	LG CHEM LTD.	12/16/14	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI DYNASTY	South Korea	NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNG DUNG PO-GU, SEOUL, KOREA 150-721
METHYL ACRYLATE, STABILIZED 20.00 MT OF METHYL ACRYLATE, INHIBITED CLASS 3, UN 1919 HS CODE 2916.12-2000 GROSS WEIGHT 20,000 KGS NET WEIGHT 16,440 KGS TARE WEIGHT 3,560 KGS	LG GLOBAL CHEM AMERICA, INC.	LG CHEM LTD.	12/16/14	44,000	20,000	Pusan	Charleston, South Carolina	HYUNDAI DYNASTY	South Korea	NO MARKS	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN AARON WEISS TEL 201-816-2968	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNG DUNG PO-GU, SEOUL, KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
METHYL ACRYLATE MA (METHYL ACRYLATE) UN 1919 CLASS 3 HS CODE 2916.12 S.O.C METHYL ACRYLATE MA (METHYL ACRYLATE) UN 1919 CLASS 3 HS CODE 2916.12 S.O.C	LGCHEM AMERICA,INC	LG CHEM LTD	9/25/18	88,000	40,000	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 TWIN TOWERS,128,YEOUI-DAERO, YOUNGDUNPO-GU,SEOUL,KOREA POSTAL CODE.07336
ABS RESIN HS CODE: 3903300000	TO ORDER OF LG CHEM AMERICA, INC.	LG CHEM, LTD	6/14/08	35,361	16,073	Pusan	Charleston, South Carolina	MOL ENTERPRISE	South Korea	AS PER LABEL	920 SYLVAN AVE., ENGLEWOOD CLIFFS, NJ 07632 USA	20 YOIDO-DONG, YOUNGDUNGPO-GU, SEOUL, KOREA
ABS RESIN HS CODE: 3903300000	TO ORDER OF LG CHEM AMERICA, INC.	LG CHEM, LTD	6/14/08	35,361	16,073	Pusan	Charleston, South Carolina	MOL ENTERPRISE	South Korea	AS PER LABEL	920 SYLVAN AVE., ENGLEWOOD CLIFFS, NJ 07632 USA	20 YOIDO-DONG, YOUNGDUNGPO-GU, SEOUL, KOREA
METHYL ACRYLATE	TO THE ORDER LG CHEM AMERICA INC.	LG CHEM LTD.	7/27/13	44,000	20,000	Pusan	Charleston, South Carolina	COSCO WELLINGTON	South Korea	NO MARKS	. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632 U.S.AATTN AARON WEISSTEL	. 20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TW IN TOWERS, SEOUL SOUTH KOREA150-721
METHYL ACRYLATE	TO THE ORDER LG CHEM AMERICA INC.	LG CHEM LTD.	7/18/13	44,000	20,000	Pusan	Charleston, South Carolina	HANJIN DUESSELDORF	South Korea	NO MARKS	. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632 U.S.AATTN AARON WEISSTEL	. 20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TW IN TOWERS, SEOUL SOUTH KOREA150-721
2-ETHYLHEXYL ACRLYLATE 2-ETHYLHEXYL ACRLYLATE 2-ETHYLHEXYL ACRLYLATE	TO THE ORDER LG CHEM AMERICA INC.	LG CHEM LTD.	7/12/13	132,000	60,000	Pusan	Charleston, South Carolina	COSCO VENICE	South Korea	NO MARKS NO MARKS NO MARKS	. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	. 20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TW IN TOWERS, SEOUL SOUTH KOREA150-721
METHYL ACRYLATE	TO THE ORDER LG CHEM AMERICA INC.	LG CHEM LTD.	7/12/13	44,000	20,000	Pusan	Charleston, South Carolina	COSCO VENICE	South Korea	NO MARKS	. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632 U.S.AATTN AARON WEISSTEL	. 20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TW IN TOWERS, SEOUL SOUTH KOREA150-721
P/O : 4500602514 CUSTOMER P/O : USMMMXWR18 2-ETHYLHEXYL AC RLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETH YLHEXYL ACRLYLATE MONOMER) 9 9.3%MIN 40,000.000KG *FREE TANK HIRE TIME OF ISOTANK IS 14 DAYS. *NA&IMO PLACARDS AFF IXED TO ALL 4 SIDES OF ISOTAN K(IM101) P/O : 4500602514 CUSTOMER P/O : USMMMXWR18 2-ETHYLHEXYL AC RLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETH YLHEXYL ACRLYLATE MONOMER) 9	TO THE ORDER LG CHEM AMERICA INC.	LG CHEM LTD.	6/27/13	88,184	40,084	Shanghai	Charleston, South Carolina	SWAZILAND	China	AS PER LABEL AS PER LABEL	920 SYLVAN AVENUE.,ENGLEWOOD CLIFFS,NJ 07632 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500581426 CUSTOMER P/O : USMMMRJK79 2-ETHYLHEXYL AC RLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETH YLHEXYL ACRLYLATE MONOMER) 9 9.3%MIN 60,000.000KG *NA&I MO PLACARDS AFFIXED TO ALL 4 S IDES OF ISOTANK(IM101) TA NK NO & SEAL NO SIMU2514931/ 000014/000308/000051 TPTU8510 180/000381/000383/000391 TRLU 2582886/000340/000344/000353 P/O : 4500581426 CUSTOMER P/O : USMMMRJK79 2-	TO THE ORDER LG CHEM AMERICA, INC	LG CHEM, LTD	4/17/13	132,277	60,126	Pusan	Charleston, South Carolina	MAERSK DELLYS	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07532 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 05
P/O : 4500602514 CUSTOMER P/O : USMMMXWR22 2-ETHYLHEXYL AC RLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETH YLHEXYL ACRLYLATE MONOMER) 9 9.3%MIN 40,000.000KG *NA&IMO PLACARDS AFFIXED TO ALL 4 SID ES OF ISOTANK(IM101) P/O : 4500602514 CUSTOMER P/O : USMMMXWR22 2-ETHYLHEXYL AC RLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETH YLHEXYL ACRLYLATE MONOMER) 9 9.3%MIN 40,000.000KG *NA&IMO PLACARDS	TO THE ORDER LG CHEM AMERICA, INC.	LG CHEM LTD.	7/10/13	88,184	40,084	Shanghai	Charleston, South Carolina	FOLEGANDROS	China	AS PER LABEL AS PER LABEL	920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632 1-3106052500 TEL EX 1-310605 25	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O : 4500572274 CUSTOMER P/O : USMMMNDH72 2-ETHYLHEXYL AC RLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETH YLHEXYL ACRLYLATE MONOMER) 9 9.3%MIN 60,000.000KG * FRE E TANK HIRE TIME OF ISOTANK IS 14 DAYS *NA&IMO PLACARDS AFF IXED TO ALL 4 SIDES OF ISOTAN K(IM101) P/O : 4500572274 CUSTOMER P/O : USMMMNDH72 2-ETHYLHEXYL AC RLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETH YLHEXYL	TO THE ORDER LG CHEM AMERICA, INC.	LG CHEM, LTD.	4/1/13	132,277	60,126	Shanghai	Charleston, South Carolina	AXEL MAERSK	China	AS PER LABEL NO & SEAL NO SI MU2436530/114115/114116/114113 SIMU 2518433/119092/119093/119094 SIMU25	920SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 1-3106674852 TEL EX 1-213623 33	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
---------- SIMU2434902 DESCRIPTION--------- SHIPPERS OWNED CONTAINER ---------- GENERIC DESCRIPTION----------2-ETHYLHEXYL ACRLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETHYLHEXYL ACRLYLATE MONOMER) 2ETHYL HEXYL ACRLYLATE BULK ---------- SIMU2581610 DESCRIPTION--------- SHIPPERS OWNED CONTAINER ----------GENERIC DESCRIPTION----------3 TANKS OF P/O : 4500662419 CUSTOMER P/O : USMMMFG18B 2-ETHYLHEXYL	TO THE ORDER LG CHEM AMERICA,INC.	LG CHEM LTD.	4/11/14	132,000	60,000	Pusan	Charleston, South Carolina	CMA CGM TARPON	South Korea	NO MARKS NO MARKS NO MARKS	920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	LG TWIN TOWERS,128,YEOUI-DAERO, YOUNGDUNGPO-GU,SEOUL,KOREA 150-721
---------- EAPU0321652 DESCRIPTION--------- SHIPPERS OWNED CONTAINER ---------- GENERIC DESCRIPTION----------2-ETHYLHEXYL ACRLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETHYLHEXYL ACRLYLATE MONOMER) 99.3MIN 40,000.000KG ---------- SEGU8007090 DESCRIPTION--------- SHIPPERS OWNED CONTAINER ----------GENERIC DESCRIPTION----------2 TANKS OF P/O : 4500632124 CUSTOMER P/O : USMMMHK4H5 2-ETHYLHEXYL ACRLYLATE,INHIBITED	TO THE ORDER LG CHEM AMERICA,INC.	LG CHEM LTD.	9/27/13	88,000	40,000	Pusan	Charleston, South Carolina	CMA CGM AMBER	South Korea	NO MARKS NO MARKS	920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500572274 CUSTOMER P/O : USMMMNDH74 2-ETHYLHEXYL AC RLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETH YLHEXYL ACRLYLATE MONOMER) 9 9.3%MIN 40,000.000KG *NA&I MO PLACARDS AFFIXED TO ALL 4 S IDES OF ISOTANK(IM101) TA NK NO & SEAL NO CXTU1019575/ 000317/000318/000321 SIMU2542 342/000302/000310/000311 P/O : 4500572274 CUSTOMER P/O : USMMMNDH74 2-ETHYLHEXYL AC RLYLATE,INHIBITED	TO THE ORDER LG CHEM AMERICA. INC	LG CHEM. LTD	4/3/13	88,184	40,084	Pusan	Charleston, South Carolina	MAERSK MERLION	South Korea	AS PER LABEL AS PER LABEL	920 SYLVAN AVENUSE., ENGLEWOOD CLIFFS. NJ 07632 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWER, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 05

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
P/O : 4500583976 CUSTOMER P/O : USMMMKDN00 2-ETHYLHEXYL AC RLYLATE,INHIBITED COMBUSTIBLE LIQUID,NOS NA 1993 EHA(2-ETH YLHEXYL ACRLYLATE MONOMER) 9 9.3%MIN 60,000.000KG *NA&I MO PLACARDS AFFIXED TO ALL 4 S IDES OF ISOTANK(IM101) TA NK NO & SEAL NO SIMU2436320/ 901301/901328/901379 SIMU2436 715/902121/902109/902136 SIMU 2459080/902142/902153/902186 P/O : 4500563976 CUSTOMER P/O : USMMMKDN00 2-	TO THE ORDER LG CHEM AMERICA. INC.	LG CHEM. LTD.	2/27/13	132,277	60,126	Pusan	Charleston, South Carolina	MAERSK DANBURY	South Korea	AS PER LABEL AS PER LABEL AS PER LABEL	920 SYLVAN AVENUE. ENGLEWOOD CLIFFS. NJ 07632 1- 2018162000 TEL EX 1- 201816 09	20 YOIDO-DONG. YOUNGDUNGPO-GU LG TWIN TOWER , SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 05
-UN&IMO PLACARDS AFFIXED TO AL L 4 SIDES OF ISOTANK(IM 101) * EMERGENCY COMMUNICATION TEL : +82-61-805-5181 / MOBIL : +82-10-8440-0150 PIC : Y OON JEONG WOOK + DDC PREPAID P/O : 4500573338 CUSTOMER P/O:135358 ACRYLIC, ACID, STA BILIZED CLASS 8, UN2218 PACK AGING GROUP : II AA(ACRYLIC A CID) 99%MIN(POLYMER GRADE) 2 0,000.00 KG RQ UN 2218, ACR YLIC ACID, STABILIZED, CLASS 8(3), PG II, (54CCC),MARINE POLLUTANT,F-E,S-C	TO THE ORDER OF	LG CHEM LTD.	4/3/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MERLION	South Korea	ISO TANK ---------- TIFU1 420193 SEAL NO:000314 000315 000392	LG CHEM AMERICA, INC., 910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A 1- 3106674852 TEL EX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, DEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
RQ UN 2218, ACRYLIC ACID, STA BILIZED, CLASS 8(3),PG II, (5 4CCC),MARINE POLLUTANT, F-3,S- C +EMERGENCY COMMUNICATION TEL : +82-61-805-5181 / MOBI L : +82-10-8440-0150 PIC : Y OON JEONG WOOK +DDC PREPAID	TO THE ORDER OF	LG CHEM LTD.	2/27/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DANBURY	South Korea	ISO TANK *000398	LG CHEM AMERICA, INC., 910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A 1- 2018162000 TEL EX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
-UN&IMO PLACARDS AFFIXED TO AL L 4 SIDES OF ISOTANK(IM 101) * DDC PREPAID EMERGENCY COMM UNICATION TEL : +82-61-805-51 81/MOBILE : +82-10-8440-0150 PIC : YOON JEONG WOOK P/O : 4500563290 CUSTOMER P/O : 13 4709-000 ACRYLIC, ACID, STABI LIZED CLASS 8, UN2218 PACKAG ING GROUP : II AA(ACRYLIC ACI D) 99%MIN(POLYMER GRADE) 20, 000.00 KG RQ UN 2218, ACRYL IC ACID, STABILIZED, CLASS 8(3), PG II, (54 C C C), MARIN E POLLUTANT,F-E, S-C	TO THE ORDER OF	LG CHEM LTD.	2/20/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK GIRONDE	South Korea	N/M	LG CHEM AMERICA, INC., 910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A 1- 3106674852 TEL EX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
P/O:4500542994 CUSTOMER P/O: 133426 ACRYLIC, ACID, STABILI ZED, CLASS 8, UN 2218 PACKAG ING GROUP:II AA(ACRYLIC ACID) 99%MIN(POLYMER GRADE) 20,00 0.00 KG RQ UN 2218, ACRYLIC ACID, STABILIZED, CLASS 8(3) , PG II, (54 C C C), MARINE POLLUTANT, F-E, S-C *DDC PR EPAID +EMERGENCY COMMUNICATIO N TEL : +82-61-805-5181 / MO BIL : +82-10-8440-0150 PIC : YOON JEONG WOOK	TO THE ORDER OF	LG CHEM LTD.	12/19/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DANBURY	South Korea	ISO TANK	LG CHEM AMERICA, INC., 910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A	20 YOIDO-DONG, YOUNGDUNGPO-KU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
-UN&IMO PLACARDS AFFIXED TO AL L 4 SIDES OF ISOTANK(IM 101) * DDC PREPAID - EMERGENCY COM MUNICATION TEL: +82-61-805-51 81 / MOBIL: +82-10-8440-0150 PIC: YOON JEONG WOOK 1 TANK CONTAINER 1 TANK 20,000.00 P/ O:4500542994 CUSTOMER P/O:133 426 CLASS 8, UN2218 PACKAGIN G GROUP:II AA (ACRYLIC ACID) 99%MIN(POLYMER GRADE) 20,000 .00 LG RQ UN 2218, ACRYLIC ACID STABILIZED, CLASS 8 (3), - PG II, (54 C C C), MARINE POLLUTANT, F-E, S-C --------- ----------	TO THE ORDER OF	LG CHEM LTD.	12/12/12	44,092	20,042	Pusan	Charleston, South Carolina	SCT ZURICH	South Korea	AS PER LABEL ---------- EXFU8212536	LG CHEM AMERICA, INC., 910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O: 4500531045 CUSTOMER P/O : 133122 ACRYLIC, ACID, STAB ILIZED, CLASS 8, UN 2218 PAC KAGING GROUP:II AA(ACRYLIC AC ID) 99%MIN (POLYMER GRADE) 2 0,000.000 KG RQ UN 2218, AC RYLIC ACID, STABILIZED, CLASS 8(3), PG II, (54 C C C), MAR INE POLLUTANT, F-E, SC *EM ERGENCY COMMUNICATION TEL: +82-61-805-5181/ MOBIL: +82-1 0-8440-0150 PIC: YOON JEON G WOOK	TO THE ORDER OF	LG CHEM LTD.	11/28/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DELLYS	South Korea	ISO TANK	LG CHEM AMERICA, INC., 910 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O: 4500531045 CUSTOMER P/O : 133122 ACRYLIC, ACID, STAB ILIZED CLASS 8, UN 2218 PACK ING GROUP: II AA (ACRYLIC AC ID) 99% MIN (POLYMER GRADE) 20,000.000 KG RQ UN 2218, A CRYLIC ACID STABILIZED , CLAS S 8(3), PG II, 54(C C C), MAR INE POLLUTANT, F-E, S-C * UN & IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISO TANK (IM 10 1) * DDC PREPAID - EMERG ENCY COMMUNICATION TEL: + 82-61-805-5181/ MOBIL: +82-10 -8440-0150 PIC: YOON JEON G WOOK	TO THE ORDER OF	LG CHEM. LTD.	11/20/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DRURY	South Korea	ISO TANK	LG CHEM AMERICA, INC., 910 SYLVAN AVENUE., ENGLEWOOD CIFFS, NJ 07632 U.S.A	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
*DDC PREPAID *EMERGENCY COMMUNICATION TEL : *82-61-805-5181 / MOBIL : *82-10-8440-0150PIC : YOON JEONG WOOK P/O: 4500519293 CUSTOMER P/O :132599 ACRYLIC, ACID,STABILIZED, CLASS 8, UN 2218 CLASS 8, UN2218 PACKAGING GROUP:IIAA(ACRYLIC ACID) 99%MIN(POLYMER GRADE) 20,000.000 KG *FREE TIME HIRE TIME OF ISO TANK IS 14DAYS *UN&IMO PLACARDSAFFIXED TO ALL 4 SIDES OF ISOTANK (IM 101) *DDC PREPAIDRQ UN 2218, ACRYLIC ACID, STABILIZED, CLASS	TO THE ORDER OF	LG CHEM LTD.	10/17/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DAVENPORT	South Korea	ISO TANK EXFU8212541 SEAL NO: 10 6913, 106907,106929	LG CHEM AMERICA, INC., 910 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
AS PER APPENDIX - EMERGENCY COMMUNICATION TEL : +82-61-805-5181 / MOBIL : +82-10-8440-0150 PIC : YOON JEONG WOOKP/O : 4500506415 CUSTOMER P/O : 132020 ACRYLIC ACID,STABILIZED, CLASS 8, UN 2218PACKAGING GROUP:II AA(ACRYLICACID) 99%MIN(POLYMER GRADE)*UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES OF ISOTANK (IM101) DDC PREPAID RQ UN 2218,ACRYLIC ACID, STABILIZED, CLASS 8(3), PG II, (54 C C C),MARINE POLLUTANT, F-E, S-C	TO THE ORDER OF	LG CHEM LTD.	9/5/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DRURY	South Korea	AS PER APPENDIX ISO TANK --- ---- ---------- EXFU8212860 SEA L NO: 000126, 000166, 000179	LG CHEM AMERICA, INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
- EMERGENCY COMMUNICATION TEL : +82-61-805-5181 / MOBIL :+82-10-8440-0150 PIC : YOON JEONG WOOK P/O : 4500506415 CUSTOMER P/O : 132020 ACRYLIC ACID, STABILIZED, CLASS8, UN 2218 PACKAGING GROUP:IIAA(ACRYLIC ACID) 99%MIN(POLYMER GRADE) RQ UN 2218, ACRYLIC ACID, STABILIZED, CLASS 8(3), PG II, (54 C C C),MARINE POLLUTANT, F-E, S-C DDC PREPAID	TO THE ORDER OF	LG CHEM LTD.	8/30/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MERLION	South Korea	ISO TANK *000138,000151	LG CHEM AMERICA, INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A.	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
3 TANKS OF2-ETHYLHEXYL ACRYLATE-SOC CONTAINER-3 TANKS OF2-ETHYLHEXYL ACRYLATE-SOC CONTAINER-3 TANKS OF2-ETHYLHEXYL ACRYLATE-SOC CONTAINER-	TO THE ORDER OF	LG CHEM LTD.	8/15/12	132,000	60,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	LG CHEM AMERICA, INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A,	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
3 TANKS OF2-ETHYLHEXYL ACRYLATE-SOC CONTAINER-3 TANKS OF2-ETHYLHEXYL ACRYLATE-SOC CONTAINER-3 TANKS OF2-ETHYLHEXYL ACRYLATE-SOC CONTAINER-	TO THE ORDER OF	LG CHEM LTD.	7/27/12	132,000	60,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	LG CHEM AMERICA, INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A,	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2 TANKS OF2-ETHYLHEXYL ACRYLATE-SOC CONTAINER-2 TANKS OF2-ETHYLHEXYL ACRYLATE-SOC CONTAINER-	TO THE ORDER OF	LG CHEM LTD.	7/19/12	88,000	40,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU NO MARKS AND NU	LG CHEM AMERICA, INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A,	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
3 TANKS OF2-ETHYLHEXYL ACRYLATE-SOC CONTAINER-3 TANKS OF2-ETHYLHEXYL ACRYLATE-SOC CONTAINER-3 TANKS OF2-ETHYLHEXYL ACRYLATE-SOC CONTAINER-	TO THE ORDER OF	LG CHEM LTD.	5/17/12	132,000	60,000	Pusan	Charleston, South Carolina	MOL EXPERIENCE	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	LG CHEM AMERICA, INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A,	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
3 TANKS OF2-ETHYLHEXYL ACRYLATE, INHIBITEDSHIPPER-S OWN ISOTANK CONTAINER3 TANKS OF2-ETHYLHEXYL ACRYLATE, INHIBITEDSHIPPER-S OWN ISOTANK CONTAINER3 TANKS OF2-ETHYLHEXYL ACRYLATE, INHIBITEDSHIPPER-S OWN ISOTANK CONTAINER	TO THE ORDER OF	LG CHEM LTD.	3/14/12	132,000	60,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	LG CHEM AMERICA,INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632 U.S.A,	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2 ETHYLHEXYL ACRYLATE2 ETHYLHEXYL ACRYLATESHIPPER-S OWN TANK CONTAINERS2 ETHYLHEXYL ACRYLATE,INHIBITED NON-DANGEROUS GOODSSHIPPER-S OWN CONTAINER	TO THE ORDER OF	LG CHEM LTD.	6/19/10	88,000	40,000	Pusan	Charleston, South Carolina	EVER RESPECT	South Korea	N/M N/M N/M THE SAME THE SAME THE SAME	LG CHEM AMERICA, INC. 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
*FREE TANK HIRE TIME OF ISOTAN K 14 DAYS *NA&IMO PLACRDS AFFIXED TO ALL 4 SIDES OF ISOTANK (IM 101) * DDC PREPAID + E MERGENCY COMMUNICATION TEL : +82-2-3773-4946 / MOBILE : + 82-10-2328-0024 PIC : LEE HAN WOOK P/O : 4500550133 CUSTOMER P/O : PR018735 2-E THYLHEXYL ACRYLATE, INHIBITED , COMBUSTIBLE LIQUID, NOS NA 1993 EHA (2-ETHYLHEXYL ACRY LATEMON OMER) 99.3% MIN 20,00 0 KG *NA 1993, COMBUSTIBLE LIQU ID, N.O.S ((2-ETHYLHEXYL AC RYLAT) 3, III,(+75.0 C	TO THE ORDER OF LG CHEM	LG CHEM LTD.	1/9/13	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL ---------- TI FU1721638 SEAL NO: 000057, 000064, 0000 62	AMERICA, INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE, INHIB ITED, COMBUSTIBLE LIQUID, NOS NA 1993 EHA (2-ETHYLHEXYL AC RYLATE MONOMER) 99.3% MIN 20 ,000 KG *NA 1993, COMBUSTIB LE LIQUID, N.O.S((2-ETHYLHEXY L ACRYLAT) 3, III,(+75.0C C.C) +EMERGENCY COMMUNICATION TEL:+82-2-3773-4946/MOBILE:+ 82-10-2328-0024 PIC: LEE HAN WOOK +DDC PREPIAD	TO THE ORDER OF LG CHEM	LG CHEM LTD.	12/12/12	44,092	20,042	Pusan	Charleston, South Carolina	SCT ZURICH	South Korea	N/M	AMERICA, INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500532500 CUSTOMER P/O : USMMMBVB58 2-ETHYLHEXYL AC RYLATE ,INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993 EHA(2-E THYLHEXYL ACRYLATE MONOMER) 9 93% MIN 40,000 KGS FREE TAN K HIRE TIME OF IS OTANK IS 14 DAYS *NA&IMO PLACARDS AFFIXE D TO ALL 4 SIDES OF ISOTANK (IM 101) DCC PREPAID - EME RGENCY COMMUNICATION TEL : +8 2-2-3773-4946/ MOBILE : +82-10 -2328-0024 PIC: LEE HAN WOOK 2-ETHYLHEXYL ACRYLATE ,INH IBITED COMBUSTIBLE LIQUID,	TO THE ORDER OF LG CHEM	LG CHEM LTD.	11/14/12	88,184	40,084	Pusan	Charleston, South Carolina	MAERSK MERLION	South Korea	AS PER LABEL AS PER LABEL	AMERICA, INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500523219 CUSTOMER P/O : USMMMBYA71 2-ETHYLHEXYL ACRYLATE, INHIBITED, COMBUSTIBLE LIQUIED, NOS NA 1993 EHA (2- ETHYLHEXYL ACRYLATE MONOMER) 99.3% MIN 40,000.000 K G *FREE TANK HIRE TIME OF I SOTANK IS 14 DAYS *NA&IMO PLA CARDS AFFIXED TO ALL 4 SIDES O F ISOTANK (IM 101) *DDC PREPA ID *EMERGENCY COMMUNICATION TEL : +82-2-3773-4946/ MOBILE : +82-10-2328-0024 PIC : LEE HAN WOOK P/O : 4500523219 CUSTOMER P/O : USMMMBYA71 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOX NA1993	TO THE ORDER OF LG CHEM	LG CHEM LTD.	10/24/12	88,184	40,084	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL AS PER LABEL	AMERICA, INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
PACKAGING GROUP: IIIDDC PREPAID -EMERGENCY COMMUNICATION TEL :+82-2-3773-4946 / MOBILE : +82-10-2328-0024PIC : LEE HAN WOOK *000251, 000276 ** 000283,0002842-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOX NA1993 PACKAGING GROUP: IIIDDC PREPAID -EMERGENCY COMMUNICATION TEL :+82-2-3773-4946 / MOBILE : +82-10-2328-0024PIC : LEE HAN WOOK *000251, 000276 **	TO THE ORDER OF LG CHEM	LG CHEM LTD.	10/17/12	88,184	40,084	Pusan	Charleston, South Carolina	MAERSK DAVENPORT	South Korea	AS PER LABEL AS PER LABEL	AMERICA,INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 1-3106052500 TEL EX 1-310605	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA1993 +DDC PREPAID + EMERGENCY COMMUNICATION TEL : +82-2-3773-4946 / MOBILE : +82-10-2328-0024 PIC : LEE HANWOOK	TO THE ORDER OF LG CHEM	LG CHEM LTD.	10/10/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DAMIETTA	South Korea	AS PER LABEL *000273	AMERICA,INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA1993 DDC PREAPID * 000247,000250 + EMERGENCY CUMMUNICATION TEL : +82-2-3773-4946/ MMOBIL : +82-10-2328-0024PIC : LEE HAN WOOK	TO THE ORDER OF LG CHEM	LG CHEM LTD.	10/3/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DANBURY	South Korea	AS PER LABEL	AMERICA, INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
AS PER APPENDIX 2* - EMERGENCY COMMUNICATION TEL : +82-2-3773-4946 / MOBILE : +82-10-2328-0024 PIC : LEE HAN WOOKAS PER APPENDIX 2* - EMERGENCY COMMUNICATION TEL : +82-2-3773-4946 / MOBILE : +82-10-2328-0024 PIC : LEE HAN WOOK	TO THE ORDER OF LG CHEM	LG CHEM LTD.	9/26/12	88,184	40,084	Pusan	Charleston, South Carolina	SCT ZURICH	South Korea	AS PER APPENDIX AS PER APPENDIX	AMERICA, INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
+ EMERGENCY COMMUNICATION TEL:+82-2-3773-4946 / MOBIL : +82-10-2328-0024 PIC : LEE HANWOOK+ EMERGENCY COMMUNICATION TEL:+82-2-3773-4946 / MOBIL : +82-10-2328-0024 PIC : LEE HANWOOK	TO THE ORDER OF LG CHEM	LG CHEM LTD.	9/19/12	88,184	40,084	Pusan	Charleston, South Carolina	MAERSK DERINCE	South Korea	AS PER APPENDIX AS PER APPENDIX	AMERICA. INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA1993 PACKAGING GROUP:III DDC PREPAID - EMERGENCY COMMUNICATION TEL : +82-2-3773-4946 / MOBILE : +82-10-2328-0024PIC : LEE HAN WOOK	TO THE ORDER OF LG CHEM	LG CHEM LTD.	8/15/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL *000184,000147	AMERICA, INC. 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
EMERGENCY COMMUNICATION TEL:+82-2-3773-4946/MOBILE:+82-10-2328-0024 PIC LEE HAN WOOKP/O:4500501514 CUSTOMER P/O:PR018287 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993 EHA(2-ETHYLHEXYL ACRYKLATE MNOMER)99.3%MIN *FREE STORAGE TIME OFISO TANK IS 14 DAYS AND FREESTORAGE TIME AT THE DOCK ISFIVE WORKING DAYS. *NA&IMO PLACRDS AFFIXED TO ALL 4 SIDED OF ISOTANK (IM 101) *DDCPREPAID NA 1993, COMBUSTIBLE	TO THE ORDER OF LG CHEM	LG CHEM LTD.	8/15/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	EXFU0566662 SEAL NO; 000153, 00010 1, 000149	AMERICA, INC, 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOULSOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
- EMERGENCY COMMUNICATION TEL : +82-2-3773-4946 / MOBILE: +82-10-2328-0024 PIC :LEE HAN WOOK P/O : 4500471442CUSTOMER P/O: 4500471442/PR017975 2-ETHYLHEXYL ACRYLATE,INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993 PACKAGING GROUP:III EHA (2-ETHYLHEXYL ACRYLATE MONOMER) 99.3% MIN * FREE STORAGE TIME OF ISOT ANKIS 14 DAYS AND FREE ST ORAGETIME AT THE DOCK IS FIVE WORKING DAYS. *NA&IMO PLACRDS AFFIXED TO ALL 4 SIDES OS ISOTANK (IM 101) *	TO THE ORDER OF LG CHEM	LG CHEM LTD.	6/6/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER APPENDIX AS PER LABEL ----- ---------- EXFU0618447 SE AL NO: 101575, 1015 56, 101549	AMERICA, INC. 920 SYLAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500471442 CUSTOMER P/O: 4500471442/PR017974 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993PACKAGING GROUP:III EHA (2-ETHYLHEXYL ACRYLATE MONOMER) 99.3% MIN * FREE STORAGE TIME OF ISOT ANK IS 14 DAYS ANDFREE ST ORAGE TIME AT THE DOCK IS FIVE WORKING DAYS. *NA&IMO PLACRDS AFFIXED TO ALL 4SIDES OF ISOTANK (IM 101) *DDC PREPAID NA 1993, COMBUSTIBLE LIQUI D, N.O.S (2-ETHYLHEXYL ACR YLAT) 3, III, (+75.0C C.C)	TO THE ORDER OF LG CHEM	LG CHEM LTD.	6/6/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DHAHRAN	South Korea	AS PER LABEL ---------- EX FU0618215 SEAL NO: 101678, 101649, 101630	AMERICA, INC. 920 SYLAN AVENUE ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 160-721
P/O : 4500158087 EPS EPS RESIN	TO THE ORDER OF LG CHEM	LG CHEM, LTD.	9/6/08	36,047	16,385	Pusan	Charleston, South Carolina	MOL ENTERPRISE	South Korea	AS PER LABEL	AMERICA, INC., 920 SYLVAN AVE., ENGLEWOOD CLIFFS, NJ 07632, USA ATTN:HANRIET BARGAMIAN TEL:201-	LG TWIN TOWERS, 20, YOIDO-DONG, YOUGNDUNGPO-GU, SEOUL, 150-721, KOREA
RESIN	TO THE ORDER OF LG CHEM	LG CHEM, LTD.	4/11/07	36,047	16,385	Pusan	Charleston, South Carolina	HANJIN IRENE	South Korea	NO MARKS	AMERICA, INC., 920 SYLVAN AVE., ENGLEWOOD CLIFFS,NJ 07632, USAATTN:HANRIET BARGAMIANTEL:201-	.LG TWIN TOWERS, 20, YOIDO-DONG,YOUGNDUNGPO-GU, SEOUL, 150-721,KOREA
SYNTHETIC RUBBER	TO THE ORDER OF LG CHEM AMERICA	LG CHEM, LTD	11/26/14	45,804	20,820	Pusan	Charleston, South Carolina	YM ELIXIR	South Korea	NO MARKS	INC. 750 THE CITY DR.SOUTH SUITE 300 ORANGE, CA 92868	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA .
SYNTHETIC RUBBER	TO THE ORDER OF LG CHEM AMERICA	LG CHEM, LTD	11/19/14	45,804	20,820	Pusan	Charleston, South Carolina	VECCHIO BRIDGE	South Korea	NO MARKS	INC. 750 THE CITY DR.SOUTH SUITE 300 ORANGE, CA 92868	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA .
METHYL ACRYLATE -FREIGHT PREP AID -FREE TANK HIRE TIME OF I S OTANK IS 14DAYS -UN&IMO PL ACARDS AFFIXED TO ALL 4 SIDES OF ISO TANK (IM101) -DDC P REPAID EMERGENCY COMMUNICATIO N TEL : +82-061-680-6916 /MO BILE : +82-10-7650-0315 PIC : SANGIK LEE UN 1919, METHYL ACRYLATE, STABILIZED, 3, II, (-2.80 C C.C.)	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	7/24/14	44,092	20,042	Shanghai	Charleston, South Carolina	SEALAND ILLINOIS	China	N/M	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON WEISS TEL:201-8162968 1-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-237733928 TEL EX 82-23773 39
CUSTOMER P/O : 478611METHYL AC RYLATE, INHIBITEDCLASS 3.2, UN 1919PACKAGING GROUP:IIMA(MET HYL ACRYLATE MONOMER)METHYL AC RYLATE BULK 20,000.000 KG-905975	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	6/26/14	44,092	20,042	Shanghai	Charleston, South Carolina	HYUNDAI PATRIOT	China	N/M	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON WEISS TEL:201-8162968 1-	LG TWIN TOWERS,128, YEOUI-DAERO, YOUNGDUNGPO-GU, SEOUL, KOREA 150-721 82-553206012 TEL EX 82-32555 05
AS PER APPENDIX P/O : 4500664 210 CUSTOMER P/O : 478611 ME THYL ACRYLATE, INHIBITED CLAS S 3.2, UN1919 PACKAGING GROUP :II MA(METYL ACRYLATE MONOMER) METHYL ACRYLATE BULK 20,000 .000	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/2/14	44,092	20,042	Shanghai	Charleston, South Carolina	MARY	China	AS PER APPENDIX	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A--- 1-2018162000 TEL EX 1-201816 09	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
METHYL ACRYLATE, INHIBITED CL ASS 3.2, UN1919 PACKAGING GRO UP:II MA(METYL ACRYLATE MONOM ER) METHYL ACRYLATE BULK 20,000.000 KG -10 7491	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	4/3/14	44,092	20,042	Shanghai	Charleston, South Carolina	NORTHERN JUBILEE	China	N/M	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON WEISS TEL:201-8162968 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-37731114 TEL EX 82-32555 05
2 TANKS OF 2-ETHYLHEXYL ACRYLATE H.S. CODE: 2916-12-4000 2 TANKS OF 2-ETHYLHEXYL ACRYLATE H.S. CODE: 2916-12-4000	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	7/17/13	88,000	40,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
3 TANKS OF 2-ETHYLHEXYL ACRYLATE H.S. CODE: 2916-12-4000 3 TANKS OF 2-ETHYLHEXYL ACRYLATE H.S. CODE: 2916-12-4000 3 TANKS OF 2-ETHYLHEXYL ACRYLATE H.S. CODE: 2916-12-4000	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/22/13	132,000	60,000	Pusan	Charleston, South Carolina	APL EGYPT	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
3 TANKS OF 2-ETHYLHEXYL ACRYLATE H.S. CODE: 2916124000 3 TANKS OF 2-ETHYLHEXYL ACRYLATE H.S. CODE: 2916124000 3 TANKS OF 2-ETHYLHEXYL ACRYLATE H.S. CODE: 2916124000	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/15/13	132,000	60,000	Pusan	Charleston, South Carolina	MOL ENCORE	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
ACRYLIC, ACID, INHIBITED	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD	10/3/12	36,960	16,800	Pusan	Charleston, South Carolina	COSCO FOS	South Korea	NO MARKS	INC , 920 SYLVAN AVENUE , ENGLEWOOD CLIFFS, NJ 07632 U S A ATTN AARON WEISS	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721

LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
P/O : 4500512878 CUSTOMER P/O : 302362 METHYL ACRYLATE, INHIBITED CLASS 3.2, UN1919 PACKAGING GROUP:II MA(METYL ACRYLATE MONOMER) 99.5%MIN 20,000.000	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	9/19/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DERINCE	South Korea	AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON W	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500497738 CUSTOMER P/O: 301548 METHYL ACRYLATE, INHIBITED CLASS 3.2, UN1919 PACKAGING GROUP:II MA(METYL ACRYLATE MONOMER) 99.5%MIN 20,000.000 KG *FREE STORAGE TIME OF ISOTANK IS 14DAYS. *UN&IMO PLACARDS AFFIXED TO ALL 4SIDES OF ISOTANK(IM101) *DDCPREPAID	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	8/24/12	20,000	9,091	Pusan	Charleston, South Carolina	MAERSK DIEPPE	South Korea	AS PER LABEL TASU2148227 (100906.7 7.31)	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON W	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
3 TANK OF2-ETHYLHEXYL ACRYLATESHIPPER-S OWN TANK CONTAINER3 TANK OF2-ETHYLHEXYL ACRYLATESHIPPER-S OWN TANK CONTAINER3 TANK OF2-ETHYLHEXYL ACRYLATESHIPPER-S OWN TANK CONTAINER	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/3/12	132,000	60,000	Pusan	Charleston, South Carolina	APL SARDONYX	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	INC 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OF2-ETHYLHEXYL ACRYLATESHIPPER-S OWN CONTAINER	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	4/25/12	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU	INC 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OF2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	4/19/12	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	INC 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
P/O : 4500441482 CUSTOMER P/O : 291698 METHYL ACRYLATE, INHIBITED PACKAGING GROUP:II MA(METYL ACRYLATE MONOMER) 99.5%MIN 20,000.000KG *FREE STORAGE TIME OF ISOTANK IS 14DAYS. *UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES OFISOTANK(IM101) *DDC PREPAID	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	4/11/12	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MERLION	South Korea	AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON W 1-3106674852 TELEX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TELEX 82-325550573
3 TANK OF2-ETHYLHEXYL ACRYLATESHIPPER-SOWN TANK CONTAINERS3 TANK OF2-ETHYLHEXYL ACRYLATESHIPPER-SOWN TANK CONTAINERS3 TANK OF2-ETHYLHEXYL ACRYLATESHIPPER-SOWN TANK CONTAINERS	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	2/23/12	132,000	60,000	Pusan	Charleston, South Carolina	APL EGYPT	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	INC.,920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A,	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFP/O : 4500435522CUSTOMER P/O : 290705METHYL ACRYLATE, INHIBITEDCLASS 3.2, UN1919PACKAGING GROUP:IIMA(METYL ACRYLATE MONOMER)99.5 MIN 20,000.000 KGFREE STORAGE TIME OF ISOTANK IS 14DAYS.UN&IMO PLACARDS AFFIXED TO ALL 4 SIDESOF ISOTANK(IM101)DDC PREPAIDMETHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD	1/18/12	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN:AARON WEISS	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE, INHIBITED NON-DANGEROUS GOODS SHIPPER-S OWN TANK CONTAINER *CNTR & SEAL NO UTCU4655866 / 105982,105983,105984 UTCU4850950 / 105979,105980,1059812-ETHYLHEXYL ACRYLATE, INHIBITED NON-DANGEROUS GOODS SHIPPER-S OWN TANK CONTAINER *CNTR & SEAL NO UTCU4655866 / 105982,105983,105984 UTCU4850950 / 105979,105980,105981	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	11/22/11	88,184	40,084	Pusan	Charleston, South Carolina	MAERSK DIEPPE	South Korea	N/M N/M	INC., 920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632 1-3106052500 TELEX 1-3106052550	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
2 TANKS OF2-ETHYLHEXYL ACRYLATE,INHIBITEDSHIPPER-S OWN ISO TANK CONTAINER2 TANKS OF2-ETHYLHEXYL ACRYLATE,INHIBITEDSHIPPER-S OWN ISO TANK CONTAINER	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	9/21/11	88,000	40,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLAGE, INHIBITED NON-DANGEROUS GOODS SHIPPER-S OWN TANK CONTAINER *CNTR & SEAL NO UTCU4675733 / 101552,101553,101554	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	8/23/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DUBROVNIK	South Korea	N/M	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632 1-2018162000 TELEX 1-2018160961	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
1 TANK OFMETHYL ACRYLATESHIPPER-S OWN ISO TANK CONTAINERMETHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	7/27/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMETHYL ACRYLATESHIPPER-S OWN ISO TANK CONTAINERMETHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	7/27/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	7/20/11	88,000	40,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	7/20/11	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OF2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	6/22/11	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OF2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	6/22/11	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OF2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	6/22/11	44,000	20,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	6/15/11	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	6/15/11	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
P/O : 4500356783 CUSTOMER P/O: 59405 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993P/O : 4500356783 CUSTOMER P/O: 59405 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993P/O : 4500356783 CUSTOMER P/O: 59405 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLE LIQUID, NOS NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/17/11	198,416	90,189	Pusan	Charleston, South Carolina	MAERSK DIEPPE	South Korea	N/A N/A N/A	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 1-2018162000 TELEX 1-2018160961	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-720 82-37731114 TELEX 82-325550573
1TANK OF2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/11/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1TANK OF2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/11/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1TANK OF2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/11/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1TANK OF2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/11/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1TANK OF2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/11/11	44,000	20,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	4/20/11	132,000	60,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	1/6/11	88,000	40,000	Pusan	Charleston, South Carolina	MOL EXPRESS	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	11/24/10	88,000	40,000	Pusan	Charleston, South Carolina	APL EGYPT	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	10/27/10	88,000	40,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	10/13/10	88,000	40,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	10/6/10	88,000	40,000	Pusan	Charleston, South Carolina	MOL EXCELLENCE	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.CLASS CL,UN 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.CLASS CL,UN 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	9/22/10	88,000	40,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	8/18/10	132,000	60,000	Pusan	Charleston, South Carolina	APL EXPERIENCE	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
MA(METHYL ACRYLATE)(CLASS 3, UN 1919)METHYL ACRYLATE, STABILIZED	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	6/14/10	44,000	20,000	Pusan	Charleston, South Carolina	APL GARNET	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
METHYL ACRYLATEMETHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/12/10	44,000	20,000	Pusan	Charleston, South Carolina	MOL ENDEAVOR	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/12/10	88,000	40,000	Pusan	Charleston, South Carolina	MOL ENDEAVOR	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
P/O : 4500251829CUSTOMER P/O : 2973ACRYLIC, ACID, INHIBITEDCLASS 8, UN2218PACKAGING GROUP:IIFREIGHT PREPAIDDDC PREPAID	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	5/12/10	36,960	16,800	Pusan	Charleston, South Carolina	MOL ENDEAVOR	South Korea	ACRYLIC ACID NET WT.:200KG LG CHEM. LTD. MADE IN KOREA LOT NO.	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	4/16/10	132,000	60,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	3/22/10	88,000	40,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	3/4/10	88,000	40,000	Pusan	Charleston, South Carolina	MOL INNOVATION	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	2/17/10	132,000	60,000	Pusan	Charleston, South Carolina	MOL ENDOWMENT	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
P/O : 4500233260CUSTOMER P/O : 2879ACRYLIC, ACID, INHIBITEDCLASS 8, UN2218PACKAGING GROUP:IIFREIGHT PREPAIDFREE STORAGE TIME AT THE DOCK IS FIVE WORKIDAYS.DDC PREPAID	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	2/17/10	36,960	16,800	Pusan	Charleston, South Carolina	MOL ENDOWMENT	South Korea	ACRYLIC ACID NET WT:200KG LG CHEM. LTD. MADE IN KOREA LOT NO.	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	2/3/10	132,000	60,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
METHYL ACRYLATE, INHIBITED DANGEROUS GOODS (CLASS 3.2, UN1919) PACKAGING GROUP:II	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	2/1/10	44,092	20,042	Balboa	Charleston, South Carolina	MAERSK DIEPPE	Panama	N/M	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A 1-7327643801 TELEX 1-7328050970	20YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWER,SEOUL SOUTH KOREA 150-721 82-27280613 TELEX 82-514651046
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	1/25/10	88,000	40,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	12/14/09	44,000	20,000	Pusan	Charleston, South Carolina	APL GARNET	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
ACRYLIC ACID, STABILIZEDCLASS 8, UN2218P/O : 4500218530CUSTOMER P/O : 2767-00ACRYLIC, ACID, INHIBITEDCLASS 8, UN2218PACKAGING GROUP:IIFREIGHT PREPAIDDDC PREPAID	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	11/16/09	36,960	16,800	Pusan	Charleston, South Carolina	MOL ENDEAVOR	South Korea	ACRYLIC ACID NET WT:200KG LG CHEM.,LTD. MADE IN KOREA	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.CLASS CL,UN 19932-ETHYLHEXYL ACRYLATECOMBUSTIBLE LIQUID,N.O.S.CLASS CL,UN 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	11/16/09	88,000	40,000	Pusan	Charleston, South Carolina	MOL ENDEAVOR	South Korea	NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	10/19/09	132,000	60,000	Pusan	Charleston, South Carolina	MOL ENDURANCE	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	9/21/09	132,000	60,000	Pusan	Charleston, South Carolina	APL GARNET	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
3 TANKS2-ETHYL HEXYL ACRYLATE(2-EHA)'SHIPPER-S OWN ISOTANK CONTAINERS'3 TANKS2-ETHYL HEXYL ACRYLATE(2-EHA)'SHIPPER-S OWN ISOTANK CONTAINERS'3 TANKS2-ETHYL HEXYL ACRYLATE(2-EHA)'SHIPPER-S OWN ISOTANK CONTAINERS'	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	9/7/09	132,000	60,000	Pusan	Charleston, South Carolina	APL ARABIA	South Korea	NO MARKS AND NU NO MARKS AND NU NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
P/O : 4500198485CUSTOMER P/O : 2598ACRYLIC, ACID, INHIBITEDCLASS 8, UN2218PACKAGING GROUP:IIFREIGHT PREPAIDDDC PREPAIDACRYLIC ACID, STABILIZEDCLASS 8 UN 2218	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	8/31/09	36,960	16,800	Pusan	Charleston, South Carolina	MOL ENDOWMENT	South Korea	ACRYLIC ACID NET WT.:200KG /PER DRUM LG CHEM.,LTD. MADE IN KOREA	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500183894CUSTOMER P/O : 2488ACRYLIC, ACID, INHIBITEDCLASS 8, UN2218PACKAGING GROUP:IIFREIGHT PREPAIDDDC PREPAID	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	4/11/09	36,960	16,800	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500182292 CUSTOMER P/O: 1958-460 2-ETHYLHEXYL ACRYLATE, INHIBITED COMBUSTIBLELIQUID, NOS NA 1993	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	4/5/09	44,092	20,042	Balboa	Charleston, South Carolina	MAERSK DOLORES	Panama	N/M	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632, U.S.A. 1-2818606962 TELEX 1-2818606924	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-27280613 TELEX 82-260085850
P/O : 4500168245 CLASS 8, UN2218	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	12/6/08	36,960	16,800	Pusan	Charleston, South Carolina	APL JADE	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
P/O : 4500158708 CLASS 8, UN2218 FREE STORAGE TIME AT THE DOCK IS FIVE WORKI	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	9/13/08	36,960	16,800	Pusan	Charleston, South Carolina	APL JADE	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500148211 ACRYLIC ACID, INHIBITED FREIGHT PREPAID	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	7/26/08	36,960	16,800	Pusan	Charleston, South Carolina	APL BRAZIL	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500148211 ACRYLIC ACID, INHIBITED FREIGHT PREPAID	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	7/26/08	36,960	16,800	Pusan	Charleston, South Carolina	APL BRAZIL	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500147545 CLASS 8, UN2218 FREE STORAGE TIME AT THE DOCK IS FIVE WORKI	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	6/21/08	36,960	16,800	Pusan	Charleston, South Carolina	APL JADE	South Korea	ACRYLIC ACID NET WT.:200KG LG CHEM.,LTD. MADE IN KOREA	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500141662 CLASS 8, UN2218 FREE STORAGE TIME AT THE DOCK IS FIVE WORKI	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	4/26/08	36,960	16,800	Pusan	Charleston, South Carolina	MOL INNOVATION	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500134389 CLASS 8, UN2218 FREE STORAGE TIME AT THE DOCK IS FIVE WORKI	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	2/18/08	36,960	16,800	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500130744 ACRYLIC ACID, INHIBITED	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	1/13/08	36,960	16,800	Pusan	Charleston, South Carolina	MOL EXPLORER	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOOD CLIFFS,NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500124964 CUSTOMER P/O : 1808 ACRYLIC, ACID, INHIBITED CLASS 8, UN2218 PACKAGING GROUP:II -FREIGHT PREPAID -FREE STORAGE TIME AT THE DOCK IS FIVE WORKI DAYS.-CHK- -DDC PREPAID 'COPY NON-NEGOTIABLE B/L RELEASE PROCEDURES' +D/G CGO 8/2218	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	11/24/07	36,960	16,800	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	INC.920 SYLVAN AVENUE ENGLEWOODCLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
P/O : 4500123222 CUSTOMER P/O : U0925-5 BUTYL ACRYLATE, INHIBITED 7.2MT CLASS 3.3, UN2348 PACKAGING GROUP:III METHYL ACRYLATE, INHIBITED 7.2MT CLASS 3.2, UN1919 PACKAGING GROUP:II	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	11/10/07	34,848	15,840	Pusan	Charleston, South Carolina	MOL INNOVATION	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOODCLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
HS CODE : 2218. CLASS 8 P/O : 4500117049 CUSTOMER P/O : 1706 H.S.CODE NO.2916-11-1000 ACRYLIC ACID, INHIBITED *NA IMO PLACARDS AFFIXED TO ALL 4 SIDES OF IS ANK(IM101)	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	9/8/07	36,960	16,800	Pusan	Charleston, South Carolina	APL TURQUOISE	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOODCLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
P/O : 4500114690 CUSTOMER P/O : 07656 H.S.CODE NO.2916-11-1000 ACRYLIC ACID, INHIBITED CLASS 8, UN2218 PACKAGING GROUP:II *DDC PREPAID LG PO : 4500114690 CUSTOMER PO : 07656	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	9/1/07	36,960	16,800	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOODCLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
2-ETHYLHEXYL ACRYLATE, INHIBIT	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	8/11/07	44,000	20,000	Pusan	Charleston, South Carolina	HANJIN PHILADELPHIA	South Korea	NO MARKS	.INC. 920 SYLVAN AVENUE ENGLEWOODLIFFS NJ 07632	.20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
2 ETHYL HEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	8/11/07	88,000	40,000	Pusan	Charleston, South Carolina	HANJIN PHILADELPHIA	South Korea	NO MARKS	.INC. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632 U.S.A	.20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
2-ETHYLHEXYL ACRYLATE, INHIBIT	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	8/11/07	44,000	20,000	Pusan	Charleston, South Carolina	HANJIN PHILADELPHIA	South Korea	NO MARKS	.INC. 920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	.20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
P/O : 4500111443 CUSTOMER P/O : BL1253 ACRYLIC, ACID, INHIBITED CLASS 8, UN2218 PACKAGING GROUP:II	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	7/21/07	36,960	16,800	Pusan	Charleston, South Carolina	APL JADE	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOODCLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
P/O : 4500108636 CUSTOMER P/O : 1608 H.S.CODE NO.2916-11-1000 ACRYLIC ACID, INHIBITED *NA IMO PLACARDS AFFIXED TO ALL 4 SIDES OF IS ANK(IM101)	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	7/14/07	36,960	16,800	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOODCLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
P/O : 4500107727 CUSTOMER P/O : 07556 H.S.CODE NO.2916-11-1000 ACRYLIC ACID, INHIBITED CLASS 8, UN2218 PACKAGING GROUP:II	TO THE ORDER OF LG CHEM AMERICA	LG CHEM LTD.	7/1/07	36,960	16,800	Pusan	Charleston, South Carolina	MOL VISION	South Korea	AS PER LABEL	INC.920 SYLVAN AVENUE ENGLEWOODCLIFFS, NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721
P/O : 4501020375 CU STOMER P/O : 4500175072 SYNT HETIC RUBBER NBR 2875 35KG S R GREEN BOX 18,900.0 00 KG H.S CODE 4002590000	TO THE ORDER OF LG CHEM AMERICA,	LG CHEM, LTD.	2/16/18	43,386	19,721	Pusan	Charleston, South Carolina	MSC MAXINE	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL KOREA 82-37731114 TEL EX 82-32555 04
SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 45 01012738 CUSTOMER P/O : 45010 12738 SYNTHETIC RUBBER NBR 2 875 35KG SR GREEN BOX 18,900.000 KG - SURRENDER B L - HS CODE:4002590000 -- T, EL: +1-919-304-3846 EXT: 11190 0 EMAIL: MICHAEL.M.KANE@ARMAC ELL.COM MICHEL.M.KANE@ARMACEL L.COM	TO THE ORDER OF LG CHEM AMERICA,	LG CHEM, LTD.	1/25/18	43,386	19,721	Pusan	Charleston, South Carolina	MAERSK SURABAYA	South Korea	AS PER LABEL	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA 1-5742394090	128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL KOREA 82-37731114 TEL EX 82-32555 04
P/O : 4500572292 CUSTOMER P/O : 311736 METHYL ACRYLATE,INH IBITED CLASS 3.2,UN1919 PACK ING GROUP :II MA(METHYL ACRYL ATE MONOMER) 99.5%MIN 20,00 0.000KG	TO THE ORDER OF LG CHEM AMERICA, IN	LG CHEM, LTD.	3/13/13	44,092	20,042	Pusan	Charleston, South Carolina	MSC FIRENZE	South Korea	AS PER LABEL	920SYLVAN AVENUE..ENGLEWOOD CLIFFS. U.S.A.ATTN: AARON WEISS TEL : 201-816-2968 1-2018162000 TEL EX 1-	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-553206012 TEL EX 82-32555 05
I TANK OFMETHYL ACRYLATE,INHIBITEDIMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919SHIPPER-S OWN ISO TANK CONTAINERS	TO THE ORDER OF LG CHEM AMERICA, IN	LG CHEM LTD.	4/19/12	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A ATTN:AARON WEISS TEL:201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
1 TANK OFMETHYL ACRYLATE,INHIBITEDIMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919SHIPPER-S OWN ISO TANK CONTAINERS	TO THE ORDER OF LG CHEM AMERICA, IN	LG CHEM LTD.	4/19/12	44,000	20,000	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A. ATTN:AARON WEISS TEL:201-816-2968	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721
P/O : 4500441482CUSTOMER P/O : 291698METHYL ACRYLATE, INHIBITEDCLASS 3.2, UN1919PACKAGING GROUP:IIMA(METYL ACRYLATE MONOMER)99.5%MIN 20,000.000 KG*FREE STORAGE TIME OF ISOTANK IS 14DAYS.*UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES OFISOTANK(IM101)*DDC PREPAIDH.S. CODE: 2916122000IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	TO THE ORDER OF LG CHEM AMERICA, IN	LG CHEM LTD.	3/14/12	44,000	20,000	Pusan	Charleston, South Carolina	APL JADE	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500441482CUSTOMER P/O : 291967METHYL ACRYLATE, INHIBITEDCLASS 3.2, UN1919PACKAGING GROUP:IIMA(METHYL ACRYLATE MONOMER)99.5%MIN 20,000.000 KG*FREE STORAGE TIME OF ISOTANK IS 14DAYS.*UN&IMO PLACARDS AFFIXED TO ALL 4 SIDES OFISOTANK(IM101)*DDC PREPAIDH.S. CODE: 2916122000IMDG CLASS: 3U.N. NO.: 1919METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	TO THE ORDER OF LG CHEM AMERICA, IN	LG CHEM LTD.	2/23/12	44,000	20,000	Pusan	Charleston, South Carolina	APL EGYPT	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500435522CUSTOMER P/O : 209707METHYL ACRYLATE, INHIBITEDCLASS 3.2, UN1919PACKAGING GROUP:IIMA(METYL ACRYLATE MONOMER)99.5MIN 20,000.000 KGFREE STORAGE TIME OF ISOTANK IS 14DAYS.UN&IMO PLACARDS AFFIXED TO ALL 4 SIDESOF ISOTANK(IM101)DDC PREPAIDH.S. CODE: 2916122000IMDG CLASS: 1919U.N. NO.: 3METHYL ACRYLATE, STABILIZEDCLASS 3,UN 1919	TO THE ORDER OF LG CHEM AMERICA, IN	LG CHEM LTD.	2/1/12	44,000	20,000	Pusan	Charleston, South Carolina	APL SARDONYX	South Korea	NO MARKS AND NU	920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
2-ETHYLHEXYL ACRYLATE,INHIBITED NON-DANGEROUS GOODS CNTR/SEAL NO. UTCU4672420/82341,82342,82343	TO THE ORDER OF LG CHEM AMERICA, IN	LG CHEM LTD.	5/24/10	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK DENVER	South Korea	N/M	920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632, U.S.A. 1-2818606962 TELEX 1-2818606926	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721 82-27280545 TELEX 82-27280555
METHYL ACRYLATE (MA)	TO THE ORDER OF LG CHEM AMERICA,INC	LG CHEM LTD 20 YOIDO-DONG,YOUNGDUNG	6/11/12	44,000	20,000	Pusan	Charleston, South Carolina	YM ELIXIR	South Korea	NO MARKS	. CLIFFS,NJ 07632 .	. LG TWIN TOWERS,SEOUL SOUTH KOREA150 .
AROMATIC ESTERS OF ACRYLIC ACD2-ETHYLHEXYL ACRYLATEAROMATIC ESTERS OF ACRYLIC ACD2-ETHYLHEXYL ACRYLATEAROMATIC ESTERS OF ACRYLIC ACD2-ETHYLHEXYL ACRYLATEAROMATIC ESTERS OF ACRYLIC ACD2-ETHYLHEXYL ACRYLATE	TO THE ORDER OF LG CHEM AMERICA,INC	LG CHEM LTD 20 YOIDO-DONG,YOUNGDUNG	4/9/12	176,000	80,000	Pusan	Charleston, South Carolina	YM ELIXIR	South Korea	NO MARKS NO MARKS NO MARKS NO MARKS	. CLIFFS,NJ 07632 .	. LG TWIN TOWERS,SEOUL SOUTH KOREA150 .

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LG Chem America as Consignee to S. Carolina port

PRODUCT DESCRIPTION	CONSIGNEE	SHIPPER	ARRIVAL DATE	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	US PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	CONSIGNEE ADDRESS	SHIPPER ADDRESS
2-ETHYLHEXYL ACRYLATE, INHIBITED NON-DANGEROUS GOODS	TO THE ORDER OF LG CHEM AMERICA,INC	LG CHEM LTD.	6/14/11	44,092	20,042	Pusan	Charleston, South Carolina	MAERSK MONCTON	South Korea	AS PER LABEL	920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632, U.S.A. 1-3106674852 TELEX 1-2136233329	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-37731114 TELEX 82-325550573
2-ETHYLHEXYL ACRYLATE,INHIBITED NON-DANGEROUS GOODS2-ETHYLHEXYL ACRYLATE,INHIBITED NON-DANGEROUS GOODS	TO THE ORDER OF LG CHEM AMERICA,INC	LG CHEM LTD.	5/31/10	88,184	40,084	Pusan	Charleston, South Carolina	MAERSK DANBURY	South Korea	N/M N/M	920 SYLVAN AVENUE ENGLEWOOD CLIFFS. NJ 07632,U.S.A. 1-2818606952 TELEX 1-2818606925	20 YOIDO-DONG,YOUNGOUNGPO-GU, LG TWIN TOWERS,SEOUL SOUTH KOREA 150-721 82-27280545 TELEX 82-27280555
2-ETHYLHEXYL ACRYLATE, INHIBITED NON-DANGEROUS GOODS	TO THE ORDER OF LG CHEM AMERICA,INC	LG CHEM LTD.	7/26/09	44,092	20,042	Balboa	Charleston, South Carolina	MAERSK MESSOLOGI	Panama	AS PER LABEL	920 SYLVAN AVENUE ENGLEWOOD CLIFFS, NJ 07632,U.S.A. 1-2818606962 TELEX 1-2818606924	20 YOIDO-DONG,YOUNGDUNGPO-GU, LG TWIN TOWERS.SEOUL SOUTH KOREA 150-721 82-27280613 TELEX 82-260085850
P/O : 4500188697CUSTOMER P/O : 05719METHYL ACRYLATE, INHIBITEDDANGEROUS GOODS(CLASS 3.2,UN 1919)SHIPPER-S OWN TANK CONTAINERS' FREIGHT PREPAID AT SINGAPORE '	TO THE ORDER OF LG CHEM AMERICA,INC	LG CHEM LTD.	5/18/09	44,000	20,000	Pusan	Charleston, South Carolina	MOL EFFICIENCY	South Korea	IN BULK	920 SYLVAN AVENUE ENGLEWOOD CLIFFS NJ 07632	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS SEOUL SOUTH KOREA 150-721
IMPACT MODIFIER	TO THE ORDER OF LG CHEM AMERICAN	LG CHEM, LTD	4/18/14	44,321	20,146	Pusan	Charleston, South Carolina	COSCO JEDDAH	South Korea	NO MARKS	INC. 750 THE CITY DR.SOUTH SUITE 300 ORANGE, CA 92868 .	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA .
P/O : 4500210367CUSTOMER P/O : 200900211, 20090212PVC PASTE RESINLB-110 19,000.0KG	TO THE ORDER OF: LG CHEM AMERICA	LG CHEM, LTD.	9/28/09	42,451	19,296	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500208839CUSTOMER P/O : 200900185-200900188PVC PASTE RESINLB-110 38,000.0KGP/O : 4500208839CUSTOMER P/O : 200900185-200900188PVC PASTE RESINLB-110 38,000.0KG	TO THE ORDER OF: LG CHEM AMERICA	LG CHEM, LTD.	9/28/09	84,905	38,593	Pusan	Charleston, South Carolina	APL MALAYSIA	South Korea	AS PER LABEL AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500208839CUSTOMER P/O : 200900185-200900188PVC PASTE RESINLB-110 38,000.0KGP/O : 4500208839CUSTOMER P/O : 200900185-200900188PVC PASTE RESINLB-110 38,000.0KG	TO THE ORDER OF: LG CHEM AMERICA	LG CHEM, LTD.	9/21/09	84,905	38,593	Pusan	Charleston, South Carolina	APL GARNET	South Korea	AS PER LABEL AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500209754CUSTOMER P/O : 200900204PVC PASTE RESINLB-110 19,000.0KG	TO THE ORDER OF: LG CHEM AMERICA	LG CHEM, LTD.	9/21/09	42,451	19,296	Pusan	Charleston, South Carolina	APL GARNET	South Korea	AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500204478CUSTOMER P/O : 200900138, 200900149PVC PASTE RESINLB-110 2,500.0KGLP-170 16,500.0KG	TO THE ORDER OF: LG CHEM AMERICA	LG CHEM, LTD.	8/17/09	42,566	19,348	Pusan	Charleston, South Carolina	APL JADE	South Korea	AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721
P/O : 4500204478CUSTOMER P/O : 200900138, 200900149PVC PASTE RESINLB-110 19,000.0KG	TO THE ORDER OF: LG CHEM AMERICA	LG CHEM, LTD.	8/17/09	42,451	19,296	Pusan	Charleston, South Carolina	APL JADE	South Korea	AS PER LABEL	INC., 920 SYLVAN AVENUE., ENGLEWOOD CLIFFS, NJ 07632 U.S.A, ATTN: AARON WEISS TEL: 201-816-2968	20 YOIDO-DONG, YOUNGDUNGPO-GU, LG TWIN TOWERS, SEOUL SOUTH KOREA 150-721

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EXHIBIT 4

Data From ImportKey									
ACTUAL ARRIVAL DATE	SUPPLIER	BUYER	CARGO DESCRIPTION	BOL	PORT OF UNLADING	PLACE OF RECEIPT	CARRIER CODE	VESSEL NAME	ESTIMATED ARRIVAL DATE
2019-05-03	LG CHEM | 20 YOIDO DONG YOUNGDUNGPO GU LG T WIN TOWERS SEOUL SEOUL | phone - | Email -	VOLVO CAR US OPERATIONS INC | 1801 VOLVO CAR DR RIDGEVILLE SC 29472 | phone - | Email -	LITHIUM ION BATTERY	ZIMUSEL783801	1601 Charleston, South Carolina	BUSAN	CCLL	PARSIFAL	2019-05-03
2019-05-03	LG CHEM | 20 YOIDO DONG YOUNGDUNGPO GU LG T WIN TOWERS SEOUL SEOUL | phone - | Email -	VOLVO CAR US OPERATIONS INC | 1801 VOLVO CAR DR RIDGEVILLE SC 29472 | phone - | Email -	LITHIUM ION BATTERY	ZIMUSEL783801	1601 Charleston, South Carolina	BUSAN	CCLL	CAPE TAINARO	2019-06-14
2019-05-03	LG CHEM | 20 YOIDO DONG YOUNGDUNGPO GU LG T WIN TOWERS SEOUL SEOUL | phone - | Email -	VOLVO CAR US OPERATIONS INC | 1801 VOLVO CAR DR RIDGEVILLE SC 29472 | phone - | Email -	LITHIUM ION BATTERY	ZIMUSEL783801	1601 Charleston, South Carolina	BUSAN	CCLL	CAPE TAINARO	2019-06-14
2019-04-13	LG CHEM | 20 YOIDO DONG YOUNGDUNGPO GU LG T WIN TOWERS SEOUL SEOUL | phone - | Email -	VOLVO CAR US OPERATIONS INC | 1801 VOLVO CAR DR RIDGEVILLE SC 29472 | phone - | Email -	LITHIUM ION BATTERY	ZIMUSEL780638	1601 Charleston, South Carolina	BUSAN	CCLL	ZIM ROTTERDAM	2019-04-13
2019-04-13	LG CHEM | 20 YOIDO DONG YOUNGDUNGPO GU LG T WIN TOWERS SEOUL SEOUL | phone - | Email -	VOLVO CAR US OPERATIONS INC | 1801 VOLVO CAR DR RIDGEVILLE SC 29472 | phone - | Email -	LITHIUM ION BATTERY	ZIMUSEL780638	1601 Charleston, South Carolina	BUSAN	CCLL	ZIM ROTTERDAM	2019-04-13
2019-04-13	LG CHEM | 20 YOIDO DONG YOUNGDUNGPO GU LG T WIN TOWERS SEOUL SEOUL | phone - | Email -	VOLVO CAR US OPERATIONS INC | 1801 VOLVO CAR DR RIDGEVILLE SC 29472 | phone - | Email -	LITHIUM ION BATTERY	ZIMUSEL780638	1601 Charleston, South Carolina	BUSAN	CCLL	ZIM ROTTERDAM	2019-04-13
2019-03-23	LG CHEM | 20 YOIDO DONG YOUNGDUNGPO GU LG T WIN TOWERS SEOUL SEOUL | phone - | Email -	VOLVO CAR US OPERATIONS INC | 1801 VOLVO CAR DR RIDGEVILLE SC 29472 | phone - | Email -	LITHIUM POLYMER BATTERY	ZIMUSEL778276	1601 Charleston, South Carolina	BUSAN	CCLL	ZIM ANTWERP	2019-03-22
2019-03-23	LG CHEM | 20 YOIDO DONG YOUNGDUNGPO GU LG T WIN TOWERS SEOUL SEOUL | phone - | Email -	VOLVO CAR US OPERATIONS INC | 1801 VOLVO CAR DR RIDGEVILLE SC 29472 | phone - | Email -	LITHIUM POLYMER BATTERY	ZIMUSEL778276	1601 Charleston, South Carolina	BUSAN	CCLL	ZIM ANTWERP	2019-03-22
2019-01-24	LG CHEM | 20 YOIDO DONG YOUNGDUNGPO GU LG T WIN TOWERS SEOUL SEOUL | phone - | Email -	VOLVO CAR US OPERATIONS INC | 1801 VOLVO CAR DR RIDGEVILLE SC 29472 | phone - | Email -	LITUIUM ION BATTERY	ZIMUSEL773969	1601 Charleston, South Carolina	BUSAN	CCLL	NORTHERN JASPER	2019-01-26
2018-12-21	LG CHEM LTD | 128 YEOUIDAERO YEONGDEUNGPO GU SEOUL 07336 | phone - | Email -	EATON POWER | 8380 CAPITAL BLVD RALEIGH NC 27616 | phone - | Email -	BATTERY MODULE MODULE	CMDUSEL0819485	1601 Charleston, South Carolina	BUSAN,KR	UASI	LOS ANGELES TRADER	2018-12-15
2018-12-21	LG CHEM LTD | 128 YEOUIDAERO YEONGDEUNGPO GU SEOUL 07336 | phone - | Email -	EATON POWER | 8380 CAPITAL BLVD RALEIGH NC 27616 | phone - | Email -	BATTERY MODULE MODULE	CMDUSEL0819485	1601 Charleston, South Carolina	BUSAN,KR	UASI	LOS ANGELES TRADER	2018-12-15
2018-12-21	LG CHEM LTD | 128 YEOUIDAERO YEONGDEUNGPO GU SEOUL 07336 | phone - | Email -	EATON POWER | 8380 CAPITAL BLVD RALEIGH NC 27616 | phone - | Email -	BATTERY MODULE MODULE	CMDUSEL0819485	1601 Charleston, South Carolina	BUSAN,KR	UASI	LOS ANGELES TRADER	2018-12-15
2018-04-21	LG CHEM | 20 YOIDO DONG YOUNGDUNGPO GU LG T WIN TOWERS SEOUL SEOUL | phone - | Email -	VOLVO CAR US OPERATIONS INC | 1801 VOLVO CAR DR RIDGEVILLE SC 29472 | phone - | Email -	LITHIUM POLYMER BATTERY	ZIMUSEL747969	1601 Charleston, South Carolina	BUSAN	CCLL	E. R. TIANPING	2018-04-19

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EXHIBIT 5

EXHIBIT 5

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The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

LG CHEM AMERICA, INC., a corporation duly organized under the laws of the state of Delaware and issued a certificate of authority to transact business in South Carolina on September 15th, 2010, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to S.C. Code Ann. §33-15-310, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 28th day of March, 2019.

Mark Hammond

Mark Hammond, Secretary of State

EXHIBIT 6

RTIFIED TO BE A TRUE AND CORRECT COPY
S TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE.

Mar 28 2019
REFERENCE ID: 310537

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

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STATE OF SOUTH CAROLINA
SECRETARY OF STATE

APPLICATION BY A FOREIGN CORPORATION FOR A CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to Section 33-15-103 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation hereby applies for authority to transact business in the State of South Carolina, and for that purpose, hereby submits the following statement:

1. The name of the corporation is (see Sections 33-4-101 and 33-15-106 and Section 33-19-500(b)(1) if the corporation is a professional corporation) LG Chem America, Inc.

2. It is incorporated as (check applicable item) [x] a general business corporation, [ ] a professional corporation, under the laws of the state of Delaware.

3. The date of its incorporation is 3/1/2009 and the period of its duration is perpetual.

4. The address of the principal office of the corporation is 910 Sylvan Avenue (Street Address) in the city of Englewood Cliffs and the state of New Jersey 07632 (Zip Code).

5. The address of the proposed registered office the state of South Carolina is 1703 Laurel Street (Street Address) in the city of Columbia in South Carolina 29201 (Zip Code).

6. The name of the proposed registered agent in this state at such address is Corporation Service Company (Print Name)

I hereby consent to the appointment as registered agent of the corporation.

Corporation Service Company

By: L Murphy (Signature of the Registered Agent)

Janice L. Murphy, Asst. Vice President

100920-0034 **FILED: 09/15/2010**
LG CHEM AMERICA, INC.
Filing Fee: $135.00 ORIG

Mark Hammond South Carolina Secretary of State

RTIFIED TO BE A TRUE AND CORRECT COPY
S TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE
Mar 28 2019
REFERENCE ID: 310537
Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

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LG Chem America, Inc.
Name of Corporation

7. The name and usual business address of the corporation's directors (If the corporation has no directors, then the name and address of the persons who are exercising the statutory authority of the directors on behalf of the corporation) and principal officers:

a) Name of Directors	Business Address
Joon Chul Kim	910 Sylvan Avenue, Englewood Cliffs, NJ 07632

b) Name and Office of Principal Officers	Business Address
Joon Chul Kim, President	910 Sylvan Avenue, Englewood Cliffs, NJ 07632
S.K. Jang, Secretary/Treasurer	910 Sylvan Avenue, Englewood Cliffs, NJ 07632

8. The aggregate number of shares which the corporation has authority to issue, itemized by classes and series, if any, within a class:

Class of Shares (and Series, if any)	Authorized Number of Each Class (and Series)
Common	5,000

9. Unless a delayed date is specified, this application shall be effective when accepted for filing by the Secretary of State (See Section 33-1-230):

Date September 14, 2010

LG Chem America, Inc.
Name of Corporation

Signature

S.K. Jang, Secretary/Treasurer
Type or Print Name and Office

RTIFIED TO BE A TRUE AND CORRECT COPY
S TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE
Mar 28 2019
REFERENCE ID: 310537
Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

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Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LG CHEM AMERICA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF SEPTEMBER, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "LG CHEM AMERICA, INC." WAS INCORPORATED ON THE FIRST DAY OF MARCH, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

Jeffrey W. Bullock, Secretary of State

4659242 8300

100899562

AUTHENTICATION: 8220568

DATE: 09-10-10

You may verify this certificate online at corp.delaware.gov/authver.shtml

EXHIBIT 6

ELECTRONICALLY FILED - 2019 Apr 18 03:21 PM - FLORENCE - COMMON PLEAS - CASE# 2018CP2102884

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, AMERICA, INC.'S, MOTION TO DISMISS**
v.	)	
	)	
PLANET VAPOR, INC., LG CHEM, LTD., and LG CHEM AMERICA, INC.	)	

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." (Cmplt. ¶ 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 jurisdiction[2] 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.

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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

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Florence Common Pleas

Case Caption: Ranee Machelle 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

EXHIBIT 7

ELECTRONICALLY FILED 2021 Jan 12 3:10 PM CHARLESTON COUNTY COMMON PLEAS CC-2019-CP-07-02270

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT ERIC CHASE WILLIAMSON, PLAINTIFF, V. PIRATES COVE VAPOR LOUNGE, LLC, LG CHEM, LTD, LG CHEM AMERICA, INC., and D&A DISTRIBUTION, LLC D/B/A STRICTLY E-CIG, DEFENDANTS.	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2019-CP-07-02270 **ORDER DENYING DEFENDANT LG CHEM, LTD'S MOTION TO DISMISS**

Plaintiff's Attorney:	Harris I. Yegelwel, Esq
Defendant LG Chem, LTD's Attorney:	Rachel Hedley, Esq.
Date of Hearing:	April 14, 2021
Court Reporter:	N/A

This matter came before the Court on April 14, 2021 on Defendant LG Chem, LTD's ("LGC") Motion to Dismiss, filed February 23, 2021. Representing the Defendant was Rachel A. Hedley, Esq. and Elizabeth S. Moise, Esq. Representing the Plaintiff was Harris I. Yegelwel, Esq. and Dylan A. Bess, Esq. This Motion is disposed of without the necessity of a hearing pursuant to the Chief Justice's April 3, 2020 Order, As Amended March 4, 2021, Section (c)(4). This Motion is listed on the April 14, 2021 Beaufort County Motions Roster published March 24, 2021. The Defendant filed Memoranda in Support on March 12, 2021, March 15, 2021, and April 8, 2021. The Plaintiff filed Memoranda in Opposition on March 12, 2021 and March 16, 2021.

PROCEDURAL HISTORY

This is a products liability case, in which the Plaintiff alleges that he was injured when a lithium ion battery he purchased from Defendant Pirate's Cove Vapor Lounge exploded in his pocket, causing second and third-degree burns to Plaintiff's body. Amended Complaint at Paragraphs 24-26, 33. The Plaintiff alleges that the battery was manufactured by Defendant LGC.

Id. at Paragraph 21. The Plaintiff alleges that LGC "regularly conduct[s] business in South Carolina and [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." Id. at 2-3. The Plaintiff further alleges that LGC "markets, distributes, and sells LG branded 18650 batteries throughout the United States [and] in the state of South Carolina[,]" and "transacts [and] solicits business in the state of South Carolina." Id. at Paragraphs 12-15.

Defendant LGC submits that dismissal is proper as LGC is not subject to personal jurisdiction in this case. LGC asserts that it is a Korean company with its headquarters and principal offices in Seoul, South Korea, that it does not have continuous and systematic contacts with the State of South Carolina sufficient to render it essentially at home in South Carolina, and that it never designed, manufactured, distributed, advertised, or sold 18650 lithium ion cells for use by individual consumers as standalone, replaceable batteries for any purpose. See LGC's Motion to Dismiss at 1-2.

For the following reasons, Defendant LGC's Motion to Dismiss is heard and respectfully Denied.

CONCLUSIONS OF LAW[1]

I. Defendant LGC's Motion to Dismiss pursuant to Rule 12(b)(2), SCRCP is Denied.

Rule 12(b)(2), SCRCP permits dismissal of a claim for "lack of jurisdiction over the person." If a court lacks in personam jurisdiction over the defendant the action is barred by Rule 12(b)(2), SCRCP. Keller v. Keller, 296 S.C. 422, 373 S.E.2d 692 (Ct. App. 1988). "The question

[1] The findings of fact and conclusions of law stated herein are made to determine the viability of the movant's arguments to dismiss this cause of action based on a lack of jurisdiction. The findings and conclusions are not intended to establish conclusively any of the material facts of this case.

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)).

"The concept of jurisdiction refers to the authority of a court over a particular person (personal jurisdiction) or the authority of a court to entertain a particular action (subject matter jurisdiction), but the concept does not refer to the validity of the claim on which an action against a person is based." Cribb v. Spatholt, 382 S.C. 490 497, 382 S.E.2d 714, 718 (Ct. App. 2009) (citing Boan v. Jacobs, 296 S.C. 419, 421, 373 S.E.2d 697, 698 (Ct.App.1988)). Personal jurisdiction is exercised as "general jurisdiction" or "specific jurisdiction."[2] Id. (citing Coggeshall v. Reprod. Endocrine Assocs. of Charlotte, 376 S.C. 12, 16, 655 S.E.2d 476, 478 (2007)).

[2] The Plaintiff does not appear to allege that this Court can exercise general jurisdiction over the Defendant LGC, therefore, the Court will only consider whether the Court can exercise specific jurisdiction over the Defendant LGC.

A. Specific Personal Jurisdiction

Courts may have specific jurisdiction over a cause of action arising from a defendant's contacts with the state pursuant to the long-arm statute.[3] State v. NV Sumatra Tobacco Trading, Co., 379 S.C. 81, 88, 666 S.E.2d 218, 222 (2008). "Traditionally, our courts have conducted a two-step analysis to determine whether specific jurisdiction is proper by 1) determining if the long arm statute applies and 2) determining whether the nonresident's contacts in South Carolina are sufficient to satisfy due process requirements. However, a more recent trend compresses the analysis into a due process assessment only." Cribb, 382 S.C. at 498-99, 676 S.E.2d at 718-19 (internal citations omitted); see also Cockrell, 363 S.C. at 491, 611 S.E.2d at 508 ("Because South Carolina treats its long-arm statute as coextensive with the due process clause, the sole question becomes whether the exercise of personal jurisdiction would violate due process.").

Due process requires a defendant possess minimum contacts with the forum state such that maintenance of suit does not offend traditional notions of fair play and substantial justice. Coggeshall, 376 S.C. at 16, 655 S.E.2d at 478. "Further, the due process requirement mandates the defendant possess sufficient minimum contacts with the forum state such that he could reasonably

[3] Under South Carolina's long arm statute, a court may exercise personal jurisdiction over an individual acting directly or through an agent for causes of action arising from the individual's:

> (1) transacting any business in this State; (2) contracting to supply services or things in the State; (3) commission of a tortious act in whole or in part in this 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; (5) having an interest in, using, or possessing real property in this State; (6) contracting to insure any person, property, or risk located within this State at the time of contracting; (7) entry into a contract to be performed in whole or in part by either party in this State; or (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.

S.C. Code Ann. § 36–2–803.

anticipate being haled into court there." Power Prods. & Servs. Co. v. Kozma, 379 S.C. 423, 431, 665 S.E.2d 660, 664 (Ct.App.2008).

Courts apply a two-pronged analysis when determining whether a defendant possesses minimum contacts with the forum state such that maintenance of suit does not offend traditional notions of fair play and substantial justice. Cribb, 382 S.C. at 498-99, 676 S.E.2d at 718-19 (citing Power Prods., 379 S.C. at 432, 665 S.E.2d at 665). "The court must (1) find that the defendant has the requisite minimum contacts with the forum, without which, the court does not have the 'power' to adjudicate the action and (2) find the exercise of jurisdiction is reasonable or fair." Id. To support a finding of due process, both prongs must be satisfied. Id.

For the following reasons, the Court finds that the Plaintiff has satisfied both the power and fairness prongs to establish specific personal jurisdiction over Defendant LGC.

1. Power Prong

To satisfy the power prong, the court must find that a defendant directed its activities to residents of South Carolina and that the cause of action arises out of or relates to those activities. Moosally v. W.W. Norton & Co., Inc., 358 S.C. 320, 331–32, 594 S.E.2d 878, 884-85 (Ct. App. 2004). The Moosally court stated: "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. The 'purposeful availment' requirement ensures that a defendant will not be haled into a jurisdiction solely as a result of random, fortuitous, or attenuated contacts. Whether the constitutional requirement of minimum contacts has been met depends on the facts of each case." Id.

The court must look to 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.

As an initial matter, the allegations of the Plaintiffs' Complaint are sufficient for the exercise of jurisdiction over Defendant LGC pursuant to the South Carolina Long Arm Statute. S.C. Code Ann. § 36-2-803 (8)(a) provides:

> A Court may exercise jurisdiction over a person who acts directly or by an agent as to a cause of action arising from the person's… production, manufacture, or distribution of goods with the reasonable expectation that the goods are to be used or consumed in this State and the goods are so consumed.

Further, a comprehensive review of the applicable case law from World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 100 S. Ct. 559, 62 L.E.2d 490 (1980) through the United States Supreme Court's most recent decision in Bristol-Myers Squibb Co. v. Superior Court of California, 137 S. Ct. 1773 (2017), this Court is satisfied that the exercise of jurisdiction over Defendant LGC is consistent with due process. Defendant LGC's minimum contacts with the State of South Carolina is premised on the "stream of commerce" theory.[4] 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

[4] "[I]t 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." State v. NV Sumatra Tobacco Trading, Co., 379 S.C. 81, 89, 666 S.E.2d 218, 222 (2008) (citing World–Wide Volkswagen Corp., 444 U.S. at 297, 100 S.Ct. 559).

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).

The Plaintiff alleges that LGC "regularly conduct[s] business in South Carolina and [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." Amended Complaint at 2-3. The Plaintiff further alleges that LGC "markets, distributes, and sells LG branded 18650 batteries throughout the United States [and] in the state of South Carolina[,]" and "transacts [and] solicits business in the state of South Carolina." Id. at Paragraphs 12-15. Moreover, the Plaintiff alleges that Defendant LG Chem America, Inc., a wholly-owned subsidiary of Defendant LGC, maintains a registered agent and has a certificate of authority to conduct business in South Carolina since September 15, 2010. See Affidavit of Harris Yegelwel, Ex. 2-6.

It is clear from the record that Defendant LGC markets and sells the subject batteries in the State of South Carolina.[5] Therefore, it can reasonably be said that Defendant LGC distributed the subject batteries with the reasonable expectation that subject batteries would be used in the State of South Carolina. Moreover, the subject batteries were purchased and used by the Plaintiff in South Carolina, and allegedly caused injury to the Plaintiff in South Carolina. Therefore, the allegations of the Plaintiff's Complaint are sufficient for this Court's exercise of jurisdiction over Defendant LGC pursuant to S.C. Code § 36-2-803.

[5] Plaintiff alleges that Defendant LGC has been importing its products, including the subject batteries, through the Port of Charleston and other ports within South Carolina since November 1, 2006. See Exhibit 4 to Affidavit of Harris Yegelwel, LGC US Customs Import Data. Moreover, the Plaintiff alleges that Defendant LG Chem America, Inc., a wholly-owned subsidiary of Defendant LGC, aided in importing 984 shipments of Defendant LGC's products. Id.

Accordingly, the Court finds that the Plaintiff has met its burden in establishing that Defendant LGC maintains minimum contacts with the State of South Carolina so as to empower the Court to exercise personal jurisdiction over Defendant LGC.

1. Fairness Prong

Finally, under the fairness prong, the court must consider the following factors: (1) the duration of the defendant's activity in this State; (2) the character and circumstances of its acts; (3) the inconvenience to the parties; and (4) the State's interest in exercising jurisdiction. NV Sumatra Tobacco Trading, Co., 379 S.C. at 91, 666 S.E.2d at 223.

First, the Plaintiff alleges that Defendant LG Chem America, Inc., a wholly-owned subsidiary of Defendant LGC, maintains a registered agent and has a certificate of authority to conduct business in South Carolina since September 15, 2010. See Affidavit of Harris Yegelwel, Ex. 2-6. The Court finds that nearly eleven (11) years of business activity in South Carolina is sufficient time to put Defendant LGC on notice that it may be haled into court in South Carolina.

Second, the character and circumstances of Defendant LGC's acts, as discussed more fully, supra, evince that Defendant LGC has purposefully availed itself of the benefits of doing business in South Carolina. The Plaintiff alleges that Defendant LGC's product presence in South Carolina is pervasive, with approximately 40 shipments by Defendant LGC through Defendant LG Chem America, Inc., to customers in South Carolina, including shipments of the subject batteries.

Third, the Court cannot discern any inconvenience to Defendant LGC, as its wholly-owned subsidiary, LG Chem American, Inc. has a Certificate of Authority to transact business in South Carolina, and a registered agent in South Carolina. Moreover, any inconvenience to Defendant LGC is outweighed by South Carolina's interest in protecting its residents that have been potentially injured by out-of-state actors. Further, the alleged incident occurred in Beaufort

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County, South Carolina, therefore conceivably the majority of witnesses to the alleged incident reside in Beaufort County, South Carolina.

Fourth, and finally, South Carolina has a manifest interest in exercising jurisdiction over Defendant LGC. "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.")).

Accordingly, the Court finds that the Plaintiff has met his burden in proving that this Court's exercise of personal jurisdiction over Defendant LGC is fair and does not offend traditional notions of fair play and substantial justice.

CONCLUSION

Therefore, having found that Defendant LGC has sufficient minimum contacts with the State of South Carolina, and having found that exercising personal jurisdiction over Defendant LGC does not defeat the fairness considerations of due process, the Court concludes that the Plaintiff has established specific personal jurisdiction over Defendant LGC. Accordingly, Defendant LGC's Motion pursuant to Rule 12(b)(2), is heard and respectfully Denied.

AND IT IS SO ORDERED.

_____
Hon. Deadra L. Jefferson
Presiding Judge
Fourteenth Judicial Circuit

June _____, 2021
Charleston, South Carolina
At Chambers

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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/D.L. Jefferson Ninth Judicial Circuit Judge 2128

EXHIBIT 8

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 DISMISS FOR LACK OF PERSONAL JURISDICTION**
	)	
vs.	)	
	)	
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

FILED IN COMMON PLEAS CASE 2018CP0201518 ON 2/20/2020 2:11:06 PM AIKEN COUNTY



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 FILED 2020-05-06 12:01:14 EMAIL RECEIPT NO 3511206 CLERK OF COMMON PLEAS AIKEN COUNTY SC 2019CP0201518 663

EXHIBIT 9

ELECTRONICALLY FILED - 2020 Dec 17 2:53 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1000912

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), SCRCP.

ELECTRONICALLY FILED - 2022 Dec 07 2:53 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1000962

ELECTRONICALLY FILED - 2020 Dec 10 2:53 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1000912

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

서울 영등포구 여의나루로 67
(여의도동, 신송빌딩) 1401호
[별지 제41호서식]

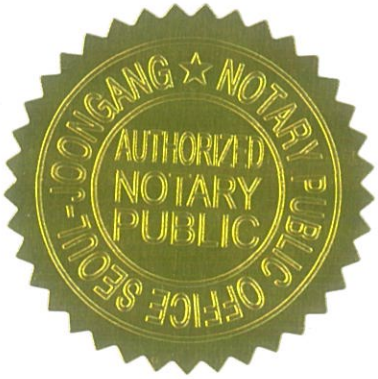
서울중앙 공증인 합동사무소

(전화) 02-3478-8200
(팩스) 02-3478-5541

ELECTRONICALLY FILED - 2022 Jan 11 12:03 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

Registered No. 2022 - 74

NOTARIAL CERTIFICATE



NOTARY PUBLIC OFFICE
SEOUL-JOONGANG

floor 14 Sinsong Bldg
67, yeouinaru-ro, yeongdeungpo-gu, Seoul, Korea

210mm X 297mm
보존용지(1종) 70g/

ELECTRONICALLY FILED - 2022 Jan 11 12:03 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
REID FLEMING,	)	Civil Action No. 2021-CP-1001663
Plaintiff,	)	
vs.	)	
THE PLANET VAPE, LLC; SCECIGARETTE, LLC; LG CHEM, LTD.	)	
Defendants.	)	

REPLY AFFIDAVIT OF HWI JAE LEE
IN FURTHER SUPPORT OF DEFENDANT LG CHEM, LTD.'S
MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION

Personally appeared before me, Hwi Jae Lee, who first being duly sworn, deposes and says as follows:

1. I am over the age of eighteen and am competent to testify to the matters contained in this Affidavit.

2. This Reply Affidavit is submitted in further support of LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction, and I have been authorized by LG Chem, Ltd. ("LG Chem") to execute this Affidavit for this purpose.

3. 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 applicable business records.

4. I was employed by LG Chem from 2015 until LG Chem spun-off its battery division to LG Energy Solution, Ltd. My area of responsibility while employed by LG Chem

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HQ/dianashin

ELECTRONICALLY FILED - 2022 Jan 11 12:03 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

from 2015 until November 30, 2020 included sales of battery packs and small application battery cells, including 18650 cylindrical lithium ion battery cells. After November 30, 2020, I became employed by LG Energy Solution, Ltd., and my area of job responsibility remained the same.

5. I have reviewed Plaintiff's Response in Opposition to LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction ("Plaintiff's Response") and the Affidavit of Chris Moore ("Moore Affidavit) and Exhibits 1-9 attached to the Moore Affidavit.

6. On Page 13, Plaintiff's Response incorrectly states that LG Chem has had a Certificate of Authority to do business in South Carolina "through a registered agent, LGCAI. . . ." LG Chem has never been registered to do business in South Carolina and does not have a registered agent in South Carolina. I have also reviewed Exhibit 5 to the Moore Affidavit, and can see that it is a Certificate of Authority issued to LG Chem America, Inc., not to LG Chem, Ltd.

7. LG Chem America, Inc. ("LGCAI") is a Delaware corporation with its principal place of business in Atlanta, Georgia. Before the November 30, 2020 spin-off of LG Chem's battery division, LGCAI was a wholly-owned subsidiary of LG Chem Michigan, Inc., which was in turn a wholly-owned subsidiary of LG Chem. As part of the spin-off transaction, LGCAI became a wholly-owned subsidiary of LG Chem. Before and after the spinoff, LGCAI had and has its own corporate officers who reside near its corporate headquarters in Atlanta, Georgia.

8. Before the spin-off transaction, LG Chem maintained a separate and independent corporate existence from LGCAI. LG Chem did not manage or control the day-to-day activities of LGCAI. LGCAI kept its own separate bank accounts and business records. LGCAI paid and managed its own employees. It is my understanding that LG Chem would maintain the same corporate separateness from LGCAI after the spin-off.

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9. I have reviewed Exhibit 3 to the Moore Affidavit. On page 6 of Plaintiff's Response, he states that his Exhibit 3 shows "984 shipments through the Port of Charleston, with 818 of those shipments co-signed by LGCAI." I am unfamiliar with the format of this chart at Exhibit 3 and cannot verify the accuracy of the information contained therein. However, I have reviewed the chart and have not identified a single entry that appears to show a shipment of 18650 lithium ion battery cells to anyone in South Carolina. In fact, from my review of Exhibit 3, I do not see a single product shipment description that appears to identify any type of lithium ion battery product. The product descriptions that refer to "methyl acrylate", "ethyl hexyl acrylate", "resin ABS", "acrylic acid," and "synthetic rubber", for example, are not descriptions of lithium ion battery products. I am not aware of LGCAI ever consigning any shipment of any type of lithium ion battery products for delivery to anyone in South Carolina.

10. I have reviewed Exhibit 4 to the Moore Affidavit. On page 6 of Plaintiff's Response, he states that his Exhibit 4 shows "13 shipments of LG Chem lithium ion batteries went through the Port of Charleston and shipped out to businesses operating in South Carolina." I am unfamiliar with the format of this chart at Exhibit 4 and cannot verify the accuracy of the information contained therein. However, I have reviewed the chart and have not identified a single entry that appears to show a shipment of 18650 lithium ion battery cells to anyone in South Carolina. Instead, the chart appears to show: 3 shipments on December 21, 2021 to a company located in Raleigh, North Carolina; 1 shipment on April 4, 2021 to a company located in Ridgeville, South Carolina; and 9 shipments in 2019 to the same company located in Ridgeville, South Carolina. Based on my review of LG Chem's sales records and my knowledge regarding LG Chem's customers for its 18650 lithium ion battery cells, I can verify that LG Chem did not ship 18650 lithium ion battery cells to the companies listed on Plaintiff's Exhibit 4 on those dates.

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I, Hwi Jae Lee, hereby declare under penalty of perjury that the foregoing statements made by me are true and correct.

FURTHER AFFIANT SAYETH NOT.

Executed this 11th day of January, 2022.

Hwi Jae Lee

SWORN to and subscribed before me

This 11th day of January, 2022.

SONG JUNKIL (L.S.)

Notary Public for SEOUL JOONGANG NOTARY PUBLIC OFFICE

My Commission Expires: 2030. 04. 16

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Confidential

서울 영등포구 여의나루로 67
(여의도동, 신송빌딩) 1401호
[별지 제42호서식]

서울중앙 공증인 합동사무소

(전화) 02-3478-8200
(팩스) 02-3478-5541

등부 2022 년 제 74호

Registered No. 2022-74

인 증

NOTARIAL CERTIFICATE

위 진술서----------
에 기재된 이휘재----------

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

HWI JAE LEE----------

----
personally appeared before me and
admitted his(her) subscription to the
attached AFFIDAVIT.----------

2022년 01월 11일
이 사무소에서 위 인증한다.

This is hereby attested on this
11th day of Jan. 2022 at this office.

서울중앙 공증인 합동사무소

서울남부지방검찰청 소 속

서울 영등포구 여의나루로 67
(여의도동, 신송빌딩) 1401호

NOTARY PUBLIC OFFICE
SEOUL-JOONGANG

Seoul Southern
District Prosecutor's Office

floor 14 Sinsong Bldg
67, yeouinaru-ro, yeongdeungpo-gu, Seoul, Korea

공증인
송 준 길

Signature of the Notary Public
Song Jun kil

본 사무소는 인가번호 제172호에 의거하여
2020년 04월 17일 법무부 장관으로부터
공증인 업무를 행할 것을 인가 받았다.

This office has been authorized by the
Minister of Justice, the Republic of
Korea, to act as Notary Public Since
17, Apr. 2020 Under Law No.172.

210mm X 297mm
보존용지(1종) 70g/m²

ELECTRONICALLY FILED - 2022 Jan 11 12:03 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

ELECTRONICALLY FILED - 2022 Jan 11 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Reid Fleming, Plaintiff, v. The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem Ltd.; John Doe Distributor #2; and John Doe Distributor #3 Defendants.	COURT OF COMMON PLEAS C/A no. 2021-CP-1001663 **DECLARATION**

I, Nickie Bonenfant, declare as follows:

1. I am of legal age, laboring under no disabilities, and otherwise competent to confirm the validity of the U.S. Customs Data provided by ImportGenius. I have personal knowledge of each of the facts set forth in this Declaration and can testify competently thereto, except as to matters stated on information and belief, and as to such matters I believe them to be true.

2. My Title at ImportGenius is Chief Operating Officer.

3. ImportGenius, a privately held company, provides access to shipping databases from Customs agencies in the United States via www.importgenius.com, which is a subscription based, paid service.

4. The United States import data accessible via www.importgenius.com service is a compilation of data obtained directly from US Customs Bills of Lading.

5. This compilation of US Customs data is published on www.importgenius.com.

ELECTRONICALLY FILED - 2022 Jan 11 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

6. ImportGenius, having had over tens of thousands of subscribers who use/used and rely/relied on our unaltered compilation of US Customs data (consisting of both business and governmental agencies, the identities of which are a closely held trade secret and confidential), presently offers 3 different levels of structured plans as well as an Enterprise Pricing plan for faster integrations. Each of the subscription plans differs based on the specific features offered based on the needs of our users.

7. The compilation of US Customs data is generally used in the course of business by Importers, Suppliers, Logistics & Forwarders, Attorneys, Investors, and Government Agencies and is generally relied upon as accurate in the course of such businesses.

8. The compilation of US Customs data reflects real-time, accurate information on actual ocean freight shipments passing through all US ports.

9. As stated in the Glossary of terms on the ImportGenius website (www.importgenius.com), the information provided for import/export search results designated as the "Consignee" represents "[t]he company importing the shipment into the U.S." (ImportGenius Website, Customer Service, Glossary.)

10. As stated in the Glossary of terms on the ImportGenius website (www.importgenius.com), the information provided for import/export search results designated as the "Consignee Address" represents "[t]he address of the company importing the shipment into the U.S." (ImportGenius Website, Customer Service, Glossary.)

11. As stated in the Glossary of terms on the ImportGenius website (www.importgenius.com), the information provided for import/export search results designated as the "Shipper" represents "[t]he overseas company exporting the shipment to the U.S." (ImportGenius Website, Customer Service, Glossary.)

12. The data contained in Appendix A, Appendix B, Appendix C and Appendix D to this Declaration were purchased through one of our subscription-based and login-controlled services. Attached hereto as "Exhibit 1" is a true and correct screen-capture of

ELECTRONICALLY FILED - 2022 Jan 11 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

our login page. Attached hereto as "Exhibit 2" is a true and correct screen-capture of how our paid subscribers see our customs data, as a view-only webpage without the ability to control, alter or manipulate our database. ImportGenius is the only entity that can revise, alter, and/or update the compilation of US Customs data. There is zero access to the public to change, edit or manipulate the database information.

13. Our quality controls are so strict that if a customs bill of lading has a misspelled company name or address, we do not correct that information and compile it as is. In other words, the database information is exactly how the data was provided to us by the US Customs office.

14. The 1,547 import records identified in Appendix A show the search results from the ImportGenius database identifying shipments from LG Chem, LG Chem LTD or LG Chemicals arriving in a South Carolina port from November 1, 2006 to July 22, 2021.

15. The 115 import records identified in Appendix B show the search results from the ImportGenius database identifying all imports from LG Chem, LG Chem LTD or LG Chemicals to any Consignee with a South Carolina address from November 1, 2006 to July 22, 2021.

16. The 169 import records identified in Appendix C show the search results from the ImportGenius database identifying all imports from LG Chem, LG Chem LTD or LG Chemicals to any Notifying Party with a South Carolina address from November 1, 2006 to July 22, 2021.

17. The 320 import records identified in Appendix D show the search results from the ImportGenius database identifying all imports from LG Energy entities arriving in a South Carolina port from November 1, 2006 to July 22, 2021.

18. The 11 import records identified in Appendix E show the search results from the ImportGenius database identifying all imports from LG Energy entities to any Consignee with a South Carolina address from November 1, 2006 to July 22, 2021.

19. The 4 import records identified in Appendix F show the search results from

ELECTRONICALLY FILED - 2022 Jan 11 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

the ImportGenius database identifying all imports from LG Energy entities to any Notifying Party with a South Carolina address from November 1, 2006 to July 22, 2021.

20. Our database has been reported by The New York Times, suggesting ways the ImportGenius database could be used by economists and companies engaged in international trade. Attached hereto as "Exhibit 3" is a true and correct copy of The New York Times article.

21. Our database has been reported by About.com, explaining how investors can use the ImportGenius customs database to investigate the operating health of public companies. Attached hereto as "Exhibit 4" is a true and correct copy of this About.com article.

22. Our database has been reported by Forbes, explaining how we compiled a complete list of Apple's ocean freight imports and were able to get a sneak peek at the iPhone 3G. Attached hereto as "Exhibit 5" is a true and correct copy of this Forbes article.

23. Wired Magazine reported that our database of U.S. customs records is bringing transparency to government data. Attached hereto as "Exhibit 6" is a true and correct copy of this Wired Magazine article.

24. Dan Farber, editor-in-chief of internet news pioneer CNET.com, reported on ImportGenius.com's search tools for U.S. ocean freight import data related to Apple's release of the iPhone 3. Attached hereto as "Exhibit 7" is a true and correct copy of this CNET.com article.

25. Fortune Magazine reported on ImportGenius' competitive intelligence service, noting that our users get access to records on nearly every container that entered the United States from 2006 to the present. Attached hereto as "Exhibit 8" is a true and correct copy of this Fortune Magazine article.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED on _____10 August_2021___, at ___Mesa_____, Arizona.

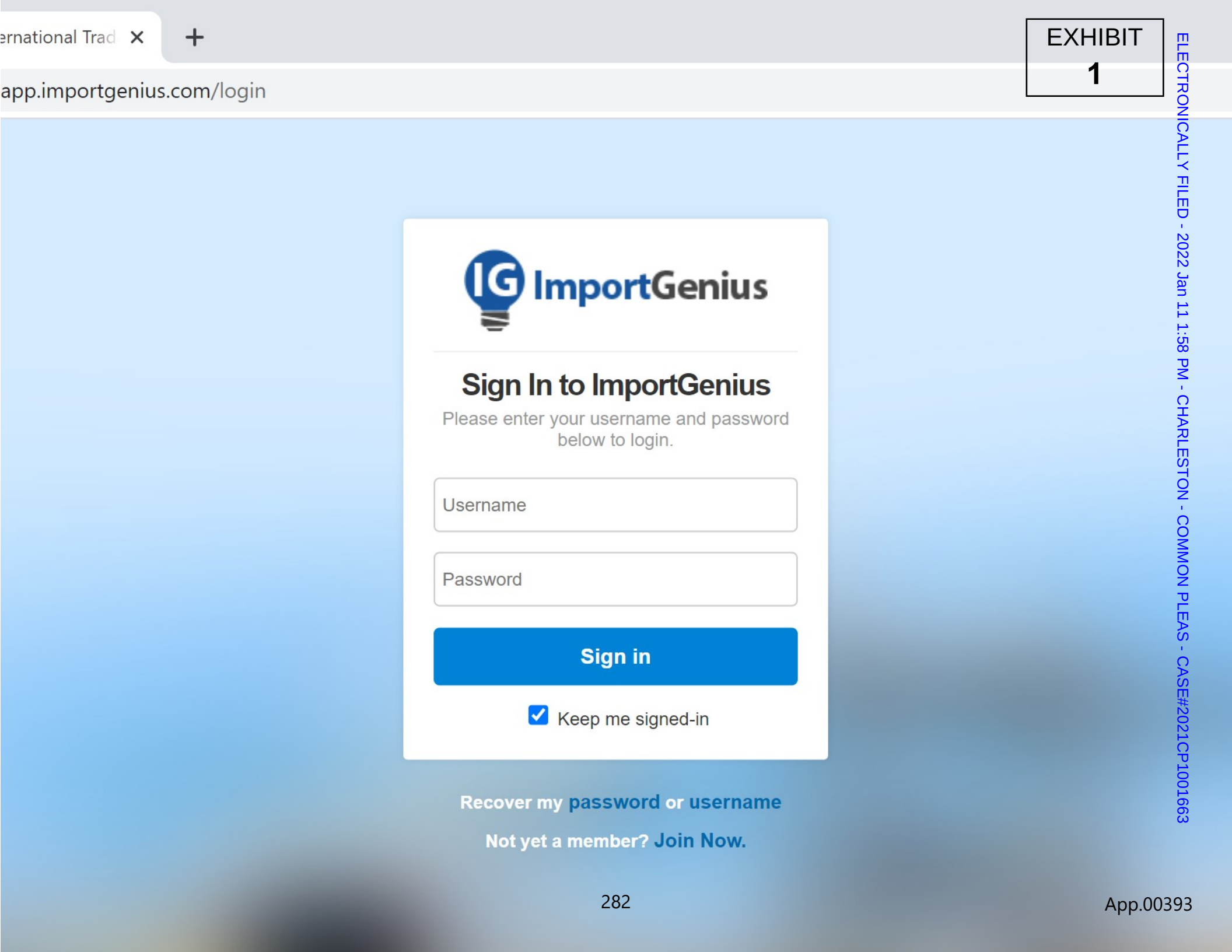
Nickie Bonenfant

Nickie Bonenfant

ELECTRONICALLY FILED - 2022 Jan 11 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

EXHIBIT
1

ELECTRONICALLY FILED - 2022 Jan 11 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663



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ImportGenius : skane - Enterpri

https://app.importgenius.com

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ImportGenius

Customer Service | USA | My Account [skane] | Logout

New Search | Visual Mapping | Email Alerts | Saved Searches | Search History | Enterprise Search

Your search of Import Data for **Lg Chem** in Consignee generated **6,062** results in 0.072 seconds.

EXHIBIT 2

New Search

Export/Email Report | Save Search | Create Email Alert | Contact Companies | Column Options

Number	View	Product Description	Consignee	Shipper	Arrival Date	Gross Weight (LB)	Gross Weight (KG)	Foreign Port	US Port	Vessel Name	Country of Origin	Marks & Numbers	Consignee Address	Shipper Address	Z
1		SHIPPER'S LOAD, COUNT & SEAL (10P'KG	LG CHEM MICHIGAN INC.	-NOT AVAILABLE-	2020-05-29	9,350	4,250	SHANGHAI	LONG BEACH, CALIFORN	HYUNDAI EARTH	CHINA	N/M	1LG WAY,HOLLAND I	-NOT AVAILABLE-	
2		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM AMERICA, INC.	LG CHEM, LTD.	2020-05-29	17,681	8,037	KWANGYANG	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL	TEL: 678-984-5714 34	20 YOIDO-DONG,	
3		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM AMERICA, INC.	LG CHEM LTD.	2020-05-29	35,763	16,256	KWANGYANG	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL	3475 PIEDMONT RD N	LG TWIN TOWERS	
4		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM AMERICA, INC.	LG CHEM, LTD.	2020-05-29	70,851	32,205	KWANGYANG	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL AS PE	3475 PIEDMONT RD N	20 YOIDO-DONG,	
5		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM AMERICA, INC.	LG CHEM LTD.	2020-05-29	35,763	16,256	KWANGYANG	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL	3475 PIEDMONT RD N	LG TWIN TOWERS	
6		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM AMERICA, INC.	LG CHEM, LTD.	2020-05-29	35,424	16,102	KWANGYANG	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL	3475 PIEDMONT RD N	20 YOIDO-DONG,	
7		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM MICHIGAN INC. (LGCMI)	LG CHEM LTD.	2020-05-29	39,437	17,926	PUSAN	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL	1 LG WAY HOLLAND	LG TWIN TOWERS	
8		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM MICHIGAN INC. (LGCMI)	LG CHEM LTD.	2020-05-29	39,437	17,926	PUSAN	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL	1 LG WAY HOLLAND	LG TWIN TOWERS	
9		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM MICHIGAN INC. (LGCMI)	LG CHEM LTD.	2020-05-29	39,437	17,926	PUSAN	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL	1 LG WAY HOLLAND	LG TWIN TOWERS	
10		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM MICHIGAN INC. (LGCMI)	LG CHEM LTD.	2020-05-29	39,437	17,926	PUSAN	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL	1 LG WAY HOLLAND	LG TWIN TOWERS	
11		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM MICHIGAN INC.	LG INNOTEK CO.,LTD.	2020-05-29	23,476	10,671	PUSAN	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	N/M	1 LG WAY, HOLLAND	E1/E3, 30, MAGOK	
12		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM MICHIGAN INC. (LGCMI)	LG CHEM LTD.	2020-05-29	39,437	17,926	PUSAN	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL	1 LG WAY HOLLAND	LG TWIN TOWERS	
13		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM AMERICA, INC.	LG CHEM LTD.	2020-05-29	30,199	13,727	PUSAN	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL	3475 PIEDMONT RD N	LG TWIN TOWERS 12	
14		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM MICHIGAN INC. (LGCMI)	LG CHEM, LTD.	2020-05-29	42,735	19,425	PUSAN	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	FINAL DESTINA TION .	1 LG WAY HOLLAND	LG TWIN TOWERS, 2(	
15		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM MICHIGAN INC TROY	LG CHEM LTD.	2020-05-29	31,339	14,245	PUSAN	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL	1064 CHICAGO ROAD	128, YEOUIDAREO, Y	
16		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM MICHIGAN INC. (LGCMI)	LG CHEM, LTD.	2020-05-29	16,863	7,665	PUSAN	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	FINAL DESTINA TION .	1 LG WAY HOLLAND	LG TWIN TOWERS, 2(	
17		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM MICHIGAN CMIT	LG CHEM, LTD.	2020-05-29	275	125	PUSAN	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	HS CODE 8536501 00	857 TECHNOLOGY DI	LG TWIN TOWERS 12	
18		. SHIPPER'S LOAD AND COUNT SAID TO C	LG CHEM MICHIGAN INC. (LGCMI)	LG CHEM LTD.	2020-05-29	39,437	17,926	PUSAN	LONG BEACH, CALIFORN	HYUNDAI EARTH	SOUTH KOREA	AS PER LABEL	1 LG WAY HOLLAND	LG TWIN TOWERS, 2(	

100 | Page 1 of 61 | Displaying 1 to 100 of 6062 shipment records for this search term

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EXHIBIT 3

ELECTRONICALLY FILED - 2022 Jan 11 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

Freakonomics

The Hidden Side of Everything



June 27, 2008, 10:48 AM

Amazing New Trade Data

By JUSTIN WOLFERS

Wow. We really do live in the midst of a tidal wave of more detailed and interesting data.

The latest: importgenius.com, the brainchild of brothers **Ryan** and **David Petersen**, with **Michael Kanko**. They exploit customs reporting obligations and Freedom of Information requests to organize and publish — in real-time — the contents of every shipping container entering the United States.



From importgenius.com.

There's a neat ticker on the bottom of their page showing a trickle of these data. Watch it for a few minutes: it's mesmerizing and provides a sometimes beautiful window into the wonders of international trade.

How might these data be useful to firms? Well here's an example: On May 23, Ryan identified a spike in imports of a new type of device from Apple, leading him to (correctly) predict the arrival of the new iPhone. Apple's secrecy throughout its supply chain is legendary, but not even **Steve Jobs** dares lie to U.S. customs.

Massive shipments of a new product code led to a pretty clear inference that something was up. I can only begin to imagine the business implications of data like this.

For instance, Samsung was still readying its new "Instinct" cellphone to compete with the (first-gen) iPhone, even as these data predicted that their real target should have been the (vastly improved) second-gen iPhone.

More generally: How will the forces of competition change now that firms can track shipment volumes of their suppliers, competitors, and customers? While more data can mean stronger competition, more information can also make it easier to enforce collusive agreements. Stay tuned, this will be interesting.

I can only imagine (and hope) that there are bright economists already thinking about how these new data can be used to fine tune our understanding of the dynamics of international trade.

See also TechCrunch on ImportGenius. It is no coincidence that I have to thank Ryan's former econ professor, **Ray Fisman**, for the pointer, as Ray is no stranger to analyzing detailed trade data.

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data analysis, iPhones, Justin Wolfers, trade

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About Freakonomics

Stephen J. Dubner is an author and journalist who lives in New York City.
Bio | Contact | Lectures

Steven D. Levitt is a professor of economics at the University of Chicago.
Bio | Contact | Lectures

Their book *Freakonomics* has sold 3 million copies worldwide. This blog, begun in 2005, is meant to keep the conversation going. Recurring guest bloggers include **Ian Ayres**, **Robin Goldstein**, **Daniel Hamermesh**, **Eric Morris**, **Sudhir Venkatesh**, and **Justin Wolfers**.

Annika Mengisen is the site editor.

Naked Self-Promotion

Maryland rock band Clutch named one of the songs on its new album "Freakonomics." While the lyrics don't reference this blog, or the book, they do claim that "only the freaks have all the answers."

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Comment of the Moment

" One of my classmates, who used to make fun of me for being short and geeky, is now my intern."

— Another David
Oh Yeah? Well, My Classmate Ended Up ...

FREAK Shots:

Eclipsing Anxiety



Photo: Niloy

- Submit your FREAK-worthy photos.

Stuff We Weren't Paid to Endorse

Shopsin's (120 Essex Street) is a New York institution, a restaurant that began as a grocery store; its owner, **Kenny Shopsin**, is colorful, irascible, and talented. Shopsin's is famous for breakfast but also for its vast, unusual, common-sense menu. Shopsin has just written a book that is half cookbook and half memoir, entirely fascinating. I had never sat down and read a cookbook from cover to cover but that is what happened with Shopsin's book (co-written with **Carolynn Carreno**). It is called *Eat Me*. The introduction is a reprint of a *New Yorker* article by **Calvin (Bud) Trillin**, a Shopsin's regular. If you do go to the restaurant, do pay attention to Shopsin's idiosyncrasies, because he allegedly has a Soup-Nazi-

EXHIBIT
4

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Import Genius - A Great New Tool for Investors and Business Owners

How To Use Import Genius to Get a Leg Up on the Competition

By Joshua Kennon, About.com

See More About: small business investing investing research

Every once in awhile, we come across a tool that is extremely useful to serious investors. A few months ago, following some recommendations from highly respected people we trust, we were told to look into a relatively new firm called Import Genius. The company has developed an online database program that allows subscribers to search the import and export records for United States shipments. We signed up for a test account and within one business day, had access to the company's main product, which was as easy as entering a username and password on the site.

How Business Owners Can Use Import Genius

There are several applications for Import Genius, especially if you own your own business (for many readers, this represents the single largest investment they will ever have, perhaps even larger than their primary residence).

One good idea is to research the sources your wholesale distributors use to get their products. Within minutes, we were able to use the database to find the name of the manufacturing firms that provide goods to the wholesale distributor of luxury watchcases to one of our retail stores. This would, in effect, allow us to contact the manufacturer directly, place a large order overseas, and cut out the middleman, improving our gross margins from 50% to 85% - a massive boost in profitability that allows us to generate hundreds of thousands of dollars in additional income each year. In another case, we were able to see the Asian-based firm that produced the gift packaging boxes used by one of our luxury soap vendors.

How Investors Can Use Import Genius

One widely advertised benefit of Import Genius for investors is the use of import and export records to time stock purchases and sales based upon product launches. A few years ago, for instance, one could see huge shipments of new products coming out of Asia for Apple, Inc. in California. Long before the company had announced it was launching a new product – the iPhone – you could have seen that it was ordering large quantities of finished merchandise and having goods sent to the United States. That one bit of insight could have generated substantial profits for your trading portfolio, as well as paid for the Import Genius subscription fee.

According to Ryan Petersen at Import Genius, "We have a variety of users in the investment community, including several prominent equities analysts and a large number of asset managers. Our users in the financial community are looking for insights into the operations of publicly traded companies. We're able to provide them detailed information on the supply chain of these companies with near real-time speed. Instead of waiting for the quarterly report to determine the health of a company's product lines, they receive updates on an ongoing basis."

EXHIBIT 5

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The iPhone Stakeout: Part I

Brian Caulfield

The COVID-19 crisis has blindsided governments and companies alike. Stay-at-home guidance and social distancing measures across the country have dramatically changed the way we interact, learn and conduct business. While massive change can be disruptive, mobile networks can help leaders, teams, organizations and communities move forward creatively during an uncertain time.



Getty

A New Normal

A lot has changed across the workforce: essential workers and those unable to work from home might still be commuting as usual, while others have experienced company layoffs or reductions in workload. For many modern workers—from office employees to educators—an unprecedented reality emerges as they adapt to work-from-home environments.

For those working from home, video conferencing is increasingly standard for meetings and collaboration. For employers, keeping teams connected, healthy and productive as they navigate challenges in their new workspaces is top of mind. Some organizations may even be balancing needs of remote staff and those still on site—making communication and teamwork even more crucial. And for educators, providing distance learning that is as seamless and immersive as possible for students is a priority. Easy access to user-friendly mobile technology at home is critical for students as they continue their education.

Innovative approaches and technologies can help us navigate this new normal while minimizing disruption to our lives and relationships, businesses and education. And mobile networks are part of the answer. In fact, mobile operators have noticed a big jump in usage trends since the start of lockdown. T-Mobile's President of Technology Neville Ray highlighted this in a recent post: mobile hotspot usage was up 60%. Activity across collaboration tools, video gaming and food delivery apps significantly increased, while educational tools usage more than doubled.

Creative Thinking For Transition And Transformation

The increased use of hotspots to connect laptops and mobile activity of a variety of tools for communication, connection and learning show that mobile networks are playing a major role as we move forward with our lives or even pivot our approaches to work in creative ways. While traditional office workers may be able to duplicate the office environment at home, not every role translates to a remote setting. Some organizations are thinking on their feet to develop nimble strategies for maintaining important public services while minimizing risk to workers. This includes industries like logistics, shipping, trucking and courier services as well as restaurants and grocery stores. In these sectors, reliable mobile communications become even more important as communities work to stay afloat.

Here, we'll consider fresh ideas for how mobile networks can help power business continuity, as well as how the future potential of 5G-enabled remote work patterns and the opportunity to leverage tools like emerging AI and robotics can move us forward and accelerate

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digital transformation in the not-so-distant future.

Opening Up Possibilities In Unexpected Industries

The industrial Internet of Things (IIoT) can offer examples of traditionally in-person jobs that can now be reimagined—with even more possibilities in a future 5G world. Who would've considered that process control engineers could work from an off-site location? But if they're equipped with a secure mobile device, a dashboard delivering sensor readings and the ability to adjust machine settings in real time, why not consider this a possibility in the future?

GE Digital reports that while remote automation software was already available, it was primarily used for managing operations while on site but outside of the control room. Today, we're seeing its use extended to allow staff to operate from home, while a skeleton staff might remain on site. The eventual 5G-enabled factory, currently in its proving stage, offers us a glimpse at an even more hands-off approach.

More broadly, the logistics and shipping industry becomes more crucial as essential supplies make their way to hospitals, grocery stores and homes across the country. In fact, the Digital Supply Chain Institute recently highlighted the need to speed up the industry's digital transformation to address the Covid-19 crisis. With much of the cargo connected and trackable via IoT, logistics managers can also potentially work remotely to help keep supply chains moving, helping to prevent dangerous shortages and potentially saving lives in the process. And, looking beyond the current crisis, as the sheer volume of IoT sensors grows, we may ultimately begin to rely on 5G networks as an essential pipeline for this data traffic.

Many restaurants and grocery stores are also devising ways to pivot, converting from point-of-presence businesses to pick-up or home-delivery models, for example. Some have addressed challenges with new mobile applications as they adapt. With the potential of reliable 5G connectivity, enhanced functionality could be added for curated product alerts; integration between smartphones, smart appliances, and stores; or possibly even drone deliveries customers can track online.

How Mobile Networks Can Minimize Disruption To Education

Continuity outside of business is crucial, too. As many schools and universities also grapple with the unfamiliar terrain of distance learning, mobile networks and connected devices are vital for students to advance their education. Many teachers, schools and even entire districts are leaning on partnerships through programs like T-Mobile's EmpowerED, the 1Million Project Foundation and other examples that help teachers and students stay connected and engaged via mobile devices. The Gates Foundation is supporting states and education leaders as they build online learning options for K-12 students. Both the World Bank and UNESCO have collated links to resources to help maintain continuity in education.

With a shift to virtual learning models that include video lectures, live feedback sessions, online classes and more, there are many ways educators could help ease the transition as they aim to replicate in-person learning, facilitate social interaction and motivate students. Reliable connectivity and access to mobile networks are key in making learning feel like it's happening in person and sustaining peer relationships.

Keeping Teams And Communities Together

Isolation and loneliness are legitimate concerns as we work and learn from home. In a recent article, former U.S. Surgeon General Vivek Murthy says that social distancing could significantly contribute to loneliness and emphasizes the need to nurture our connections regularly.

For office-based jobs, remote teams can stay inspired and informed amid uncertainty and confusion with their mobile devices. A well-connected work environment can continue to provide stimulation and interaction at home, whether through a shared morning exercise routine or virtual happy hours with coworkers or friends.

We can continue to cultivate our relationships with social interactions via mobile, including video chats, exchanging photos and stories, streaming entertainment with friends from afar and more. Today, this kind of connection plays a vital role in boosting morale, maintaining friendships and keeping up with life outside of our homes.

A Potential Turning Point For Humanity

Once we're on the other side of the pandemic, it's not unreasonable to think that 2020 could be viewed as a turning point for technology driving meaningful interaction.

In business, could this mean that a remote framework could stick as part of the enterprise landscape? Coinciding as it does with the growing availability of 5G, the present crisis may inspire us to continue using connected mobility to innovate when life returns to a new normal. And both corporate and educational culture may be on the cusp of a paradigm shift—with less focus on physically being in a certain building together and more emphasis on implementing tech solutions that enable staff and students to do their best work, whether individually or as a team.

The connectivity and power provided by the future of 5G networks will be key, not only as we adapt to new ways of interacting, working and living, but also as we move forward. To meet the challenges of our time and progress beyond them, workers, students, companies, schools and communities have a rare opportunity to deconstruct traditional models and invent new paths to achieving goals.

To learn how organizations are using mobile connectivity to innovate in the face of adversity, visit www.t-mobile.com/business/trends-and-insights.

EXHIBIT 6

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Wired-o-Nomics: Transparency as a Stimulus

Author: portfolio.comportfolio.com

Condé Nast Portfolio.com

With President Obama's signing of the “American Recovery and Reinvestment Act,” better known as our national Hail Mary stimulus bill, billions will be ladled for infrastructure projects ranging from roads to mass transit to rural broadband.

But the law also contains a measure promoting a less-noted type of economic infrastructure: government data. In the name of transparency, all the Fed’s stimulus-spending data will be posted at a new government site, Recovery.gov.

That step may be more than a minor victory for the democracy. It could be a stimulus in and of itself.

The reason, open government advocates argue, is that accessible government information—particularly databases released in machine-readable formats, like RSS, XML, and KML—spawn new business and grease the wheels of the economy. "The data is the infrastructure," in the words of Sean Gorman, the CEO of FortiusOne, a company that builds layered maps around open-source geographic information. For every spreadsheet squirreled away on a federal agency server, there are entrepreneurs like Gorman ready to turn a profit by reorganizing, parsing, and displaying it.

When President Obama campaigned on a promise of prying open government information coffers, of course, his goals were more civil than economic. Yet even a step as simple as making the contracting process more transparent at Recovery.gov could aid business, suggests David Robinson, associate director for the Center for Information Technology Policy at Princeton. "There are all sorts of accumulated bureaucratic barriers to competing for government contracts," he says. “The more transparent we make that shopping process, we not only give the government a better chance to get value for money, but we give more businesses the chance to profit.”

The more obvious economic benefits, however, will come from innovations that pop up around freely available data itself. Robinson and three Princeton colleagues argue in a recent Yale Journal of Law and Technology article that the federal government should focus on making as much data available as RSS feeds and XML data dumps, in lieu of spending resources to display the data themselves. “Private actors,” they write, “are better suited to deliver government information to citizens and can constantly create and reshape the tools individuals use to find and leverage public data.”

And government data, often hidden behind pay walls or trapped in PDF files, is ripe to be freed. "It’s not unlike the situation in 1996 when President Clinton began the process of ending the distortion of civilian GPS signals," says David Stephenson, a government transparency analyst and author of the forthcoming book Democratizing Data. GPS went from being a secretive military

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technology to spawning a $6 billion ecosystem of location-based companies.

Dozens of software and marketing firms, meanwhile, thrive entirely on slicing and interpreting U.S. Census data, released free in a format called Tiger. Google Earth and Microsoft Visual Earth both depend on government satellite data and private sources for their underlying maps, while real estate websites like Zillow and Trulia take advantage of housing and demographic feeds from state and local governments. More recently, Web 2.0 startups like
CloudMade and Swivel have developed user-driven widgets to visualize and combine public data sets.

Other data-driven innovations are more serendipitous. The Arizona-based startup ImportGenius tracks
U.S. imports and exports by scouring bills of lading data, and then sells it to firms looking to keep an eye on the competitors. The company's most famous discovery to date, however, came when it uncovered evidence of the iPhone 3G's launch—before Apple announced it—hidden in customs data for containers from Shanghai.

In the long term, the clearest business case for breaking up government data monopolies is the hardest to quantify, in the efficiencies that arise as the information leaches through the economy. Whether it's EPA
pollution statistics that help analysts assess manufacturers, or weather data that aids the agricultural sector, the more data that industries can layer into their decisions, the better decisions they'll make.

The SEC, for one, is currently moving toward mandating that all financial disclosures are made in XBLR, a language that allows for structured, digitized financial reporting. "I'm sure there will be middle-level players who create due analyses of that data, publish it, and charge for it," says David Robinson. "But more importantly, there will be companies that buy that data and then benefit from it."

In fact, Robinson argues, the unforeseeable nature of data-driven innovation is exactly the point. "It's a little bit like if we were sitting in the Soviet Union in the mid-'80s, and somebody said 'What if we had an open market? What kind of businesses would we see?'" he says.
"It's the nature of the benefits here that they are hard to predict."

By Evan Ratcliff for Portfolio.com: News and Markets **Related Links:**

- 44, Day 22: On the Road Again
- Will Obama *Really* Raise Taxes?
- Incentives for Inflation

EXHIBIT 7

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Tracking the 3G iPhone by sea

Import Genius, a site that tracks shipments of goods entering the U.S., has some data that lends credibility to the release of Apple's 3G iPhone next month.



Dan Farber May 24, 2008 6:43 a.m. PT

Import Genius, a site that tracks shipments of goods via container ships entering the U.S., has some data that lends credibility to the release of Apple's 3G iPhone next month.

> Apple Inc's most recent shipment of the new products, Bill of Lading # HLCUSHA0803FTFR8, arrived at the port of New York on the Vessel NYK Delphinus on May 17th. That shipment contained 504 cartons, weighing 7140 kg, of the vaguely described "electric computer."

> Where Quanta sent all previous shipments to Apple--including 828 ocean containers of "desktop computers" since March--through a subsidiary, the new products were exported in Quanta's own name. The change may reflect heightened secrecy surrounding the new products.

See also:

AT&T upgrades 3G as iPhone waits in the wings

iPhone shortage hits NYC

POST A COMMENT Culture

EXHIBIT 8

ELECTRONICALLY FILED - 2022 Jan 11 1:58 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

Apple takes delivery of 188 mysterious ocean containers

BY **PHILIP ELMER-DEWITT**

May 24, 2008 10:46 AM EST

Here's an intriguing report from ImportGenius, a search engine that gathers "competitive intelligence" by monitoring U.S. Customs records of ocean containers entering American ports.

Searching for shipments to Apple, Inc. (AAPL), employees at the Scottsdale, Ariz., company reported on Friday that they've spotted a "major spike" since mid March in ocean containers marked with a mysterious new label: "electric computers"

"They have never before reported this product on their customs declarations," says ImportGenius managing director Ryan Peterson, who notes that there has been no corresponding falloff during this period of shipments labeled "desktop computers" or any of the other labels Apple usually uses.

"The fact that they are importing millions of units, combined with dwindling stocks of the first generation of iPhones," persuades Peterson that these "electric computers" are, in fact, the 3G iPhones Apple is expected to release in a matter of weeks.

He makes a strong case, citing records of a total of 188 ocean containers shipped to Apple from two trusted Asian suppliers, Hon Hai Precision Corp. and Quanta Computer.

For example, on March 19 Apple took delivery from Quanta of 20 containers of merchandise, described on the Bills of Lading as "electric computers."

> ""The initial shipments were followed," according to ImportGenius.com, "on March 27, April 28, May 6 and May 17 with an additional 44 containers—each containing an estimated 40,000 units of the new phone. The sixteen containers imported by Apple Inc. itself—as opposed to the Quanta subsidiary—were delivered on March 19 and 27 to the Jonestown, Pa. facilities of Ingram Micro, Apple's U.S. distribution partner."'

You can read the rest of the report here. It's quite impressive in its specificity. It notes, for example, that "Bill of Lading # HLCUSHA0803FTFR8, arrived at the port of New York on the Vessel NYK Delphinus on May 17th." That shipment contained 504 cartons, weighing 7140 kg, of the vaguely described "electric computer."

"Knowledge is power," declares ImportGenius' promotional material. "Whether you are looking to keep tabs on your competitors with Supply Spy, identify suppliers with ImportScan our easy to use online software makes it easy. You get access to records on nearly every container that entered the United States from 2006 to the present."

Who knew?

EXHIBIT
App'x A

PRODUCT DESCRIPTION	ARRIVAL DATE	US PORT	CONSIGNEE	CONSIGNEE ADDRESS	SHIPPER	SHIPPER ADDRESS	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	ZIP CODE	NO. OF CONTAINERS	CONTAINER NUMBER	CONTAINER TYPE	QUANTITY	QUANTITY UNIT	MEASUREMENT	MEASUREMENT UNIT	BILL OF LADING	HOUSE VS MASTER	DISTRIBUTION PORT	MASTER B/L	VOYAGE NUMBER	SEAL	SHIP REGISTERED IN	IN-BOND ENTRY TYPE	CARRIER CODE	CARRIER NAME	CARRIER CITY	CARRIER STATE	CARRIER ZIP	CARRIER ADDRESS	NOTIFY PARTY	NOTIFY ADDRESS	PLACE OF RECEIPT
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ETHYL HEXYL ACRYLTE	1/8/2007	Charleston, South Carolina	LG CHEM AMERICA INC	.920 SYLVAN AVENUE ENGLEWOODCLIFFS NJ 07632	LG CHEM LTD	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721	88000	40000	Pusan	HANJIN PHOENIX	South Korea	NO MARKS	7632	1	CRXU8603328 VTGU1251070	2CG0	2	PKG	0		SEJGVTKCHS061206	H		HJSCPUSA20 610003	0055E		34010 LIBERIA	00 - Consumption Category	SEJG	SE JUNG SHIPPING CO LTD	CHUNG-KU SEOUL		100-080	WOOSUNG B/D 9F BUKCHANG-DONG 35	FNS INC 18301 BROADWICK	DOMINGUEZ CA 90220TEL.310 667 4800 FAX 310 667 4889 STREET RANCHO DOMINGUEZ CA 90220TEL.310 667 4800 FAX 310 667 4889 STREET RANCHO DOMINGUEZ CA 90220 TEL 310 667 4800 FAX 310 667 4889 156 TH STREET RANCHO DOMINGUEZ CA 9.0220 TEL 310 667 4800 FAX 310 667 4889 TEL:310-667-4800,FAX 310-667-488918301 BROADWICK STREET,RANCHO DOMINGUEZ, CA 90220	BUSAN
BUTYL ACRYLATE	1/8/2007	Charleston, South Carolina	LG CHEM AMERICA INC	.920 SYLVAN AVENUE ENGLEWOODCLIFFS,NJ 07632	LG CHEM LTD	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721	88000	40000	Pusan	HANJIN PHOENIX	South Korea	NO MARKS	7632	1	RMCU464095 8 TPMU151811 VTGU1251039	2CG0	2	PKG	0		SEJGVTKCHS061207	H		HJSCPUSA20 642607	0055E		34064 LIBERIA	00 - Consumption Category	SEJG	SE JUNG SHIPPING CO LTD	CHUNG-KU SEOUL		100-080	WOOSUNG B/D 9F BUKCHANG-DONG 35	FNS INC 18301 BROADWICK		BUSAN
PORTABLE TANK(ORGANOMETALLIC SUBSTANCE)	1/24/2007	Charleston, South Carolina	ALBEMARLE CORPORATION	.ATTNALKYL SHIPPING COORDINATORCANNON BRIDGE ROAD ORGNEBURG, SC29115 USA FAX803-536-0981	LG CHEM, LTD.	.679 DAEJUK-RI DAESAN-EUP SEOSAN-CITY CHUNGCHONGNAM-DO KOREA	3500	1591	Pusan	HANJIN PRAHA	South Korea	NO MARKS	29115	1	HJCU8031778	2CG0	2	PKG	0		HJSCPUSA20947601				0058E	A135519	LIBERIA	00 - Consumption Category	HJSC	HANJIN SHIPPING COMPANY LTD	PARAMUS	NJ	7652	80 EAST RT 4 SUITE 490	ALBEMARLE CORPORATION	ATTNMARY PALOMO.19409 KENSWICK DRIVE HUMBLE, TX.77338 USA *** STREET RANCHO DOMINGUEZ CA	BUSAN
BUTYL ACRYLATE	2/1/2007	Charleston, South Carolina	LG CHEM AMERICA INC	.920 SYLVAN AVENUE ENGLEWOODCLIFFS,NJ 07632	LG CHEM LTD	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721	132000	60000	Pusan	HANJIN PORTLAND	South Korea	NO MARKS	7632	1	EXFU1862735 RMCU464219 0 VTGU1251039	2CG0	3	PKG	0		SEJGVTKCHS070102	H		HJSCPUSA21 219406	0091E		35452 KOREA, REPUBLIC OF	00 - Consumption Category	SEJG	SE JUNG SHIPPING CO LTD	CHUNG-KU SEOUL		100-080	WOOSUNG B/D 9F BUKCHANG-DONG 35	FNS INC 18301 BROADWICK	90220 TEL 310 667 4800 FAX 310 667 4889,	BUSAN
ETHYL HEXYL ACRYLTE	2/1/2007	Charleston, South Carolina	LG CHEM AMERICA INC	.920 SYLVAN AVENUE ENGLEWOODCLIFFS,NJ 07632	LG CHEM LTD	.20 YOIDO DONG YOUNGDUNGPO GULG TWINTOWERS SEOUL SOUTH KOREA150 721	132000	60000	Pusan	HANJIN PORTLAND	South Korea	NO MARKS	7632	1	CRXU8503484 CRXU8600611 GESU8021508	2CG0	3	PKG	0		SEJGVTKCHS070103	H		HJSCPUSA21 218903	0091E		35331 KOREA, REPUBLIC OF	00 - Consumption Category	SEJG	SE JUNG SHIPPING CO LTD	CHUNG-KU SEOUL		100-080	WOOSUNG B/D 9F BUKCHANG-DONG 35	FNS INC 144-26		BUSAN
2-ETHYLHEXYL ACRYLATE,,INHIBITED	4/11/2007	Charleston, South Carolina	LG CHEM AMERICA,INC.																																		
RESIN	4/11/2007	Charleston, South Carolina	TO THE ORDER OF LG CHEM	.920 SYLVAN AVENUE ENGLEWOODCLIFFS, NJ 07632	LG CHEM LTD.	.20 YOIDO-DONG, YOUNGDUNGPO-GU,LG TWIN TOWERS, SEOUL SOUTH KOREA150-721	132000	60000	Pusan	HANJIN IRENE	South Korea	AS PER LABEL	0	1	BAFU8885630	2CT2	3	PKG	0		HJSCPUSH22876401	H			0098E	29173	PANAMA		0 HJSC	HANJIN SHIPPING COMPANY LTD	PARAMUS	NJ	7652	80 EAST RT 4 SUITE 490	FNS, INC.		BUSAN
2 ETHYL HEXYL ACRYLTE	4/19/2007	Charleston, South Carolina	LG CHEM AMERICA INC	AMERICA, INC.,920 SYLVAN AVE., ENGLEWOOD CLIFFS,NJ 07632, USAATTN:HANRIET BARGAMIANTEL:201-816-2311	LG CHEM, LTD.	.IG TWIN TOWERS, 20, YOIDO-DONG,YOUGNDUNGPO-GU, SEOUL, 150-721,KOREA	36047	16385	Pusan	HANJIN IRENE	South Korea	NO MARKS	7632	1	HJCU8805241	2CG0	20	PKG	0		HJSCKWAH03096701	H			0098E	936161	PANAMA		0 HJSC	HANJIN SHIPPING COMPANY LTD	PARAMUS	NJ	7652	80 EAST RT 4 SUITE 490	FNS INC.	.18301 BROADWICK STREETRANCHO DOMINGUEZ CA 90220TEL: 310-667-4800,FAX: 310-667-4889 .18301 BROADWICK STREETRANCHO DOMINGUEZ CA 90220TEL 310 667 4800 FAX 310 667

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21TWH HEXL ACRYLATE HS CODE: 2916.12	7/1/2020 Charleston, South Carolina	I,G CHEM AMERICA, INC.																									
20052120090																											
PUH: 179.99 MIN: 1,500.000 KG - H S CODE:																											
CUSTOMER P.O. : 4087# PAVPAVPAVP

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EXHIBIT
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PRODUCT DESCRIPTION	ARRIVAL DATE	US PORT	CONSIGNEE	CONSIGNEE ADDRESS	SHIPPER	SHIPPER ADDRESS	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	ZIP CODE	NO. OF CONTAINERS	CONTAINER NUMBER	CONTAINER TYPE	QUANTITY	QUANTITY UNIT	MEASUREMENT	MEASUREMENT UNIT	BILL OF LADING	HOUSE VS MASTER	DISTRIBUTION PORT	MASTER B/L	VOYAGE NUMBER	SEAL	SHIP REGISTERED IN	IN-BOND ENTRY TYPE	CARRIER CODE	CARRIER NAME	CARRIER CITY	CARRIER STATE	CARRIER ZIP	CARRIER ADDRESS	NOTIFY PARTY	NOTIFY ADDRESS	PLACE OF RECEIPT
LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIUM LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIUM LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIU	4/4/2020	Charleston, South Carolina	BMW MANUFACTURING (USA)	. 1400 HIGHWAY 101 S, GREER SC 29651, GREER SC 29306 US	LG CHEM WROCLAW ENERGY SP. Z O.O.	. INNOWACYJNA 1, BISKUPICE PODGORNE, KOBIERZYCE DS 55-040 PL						NO MARKS NO MARKS NO MARKS			FSCU5738969 TTNU8305386 3 SZLU9686980	4FR0 4FR0 4FR0																	100 KING STREET WEST SUITE 5700	BLG LOGISTICS	. 1400 HIGHWAY 101 S, GREER SC 29651, GREER SC 29306 US	HAMBURG, HH
LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIU LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIU	4/11/2020	Charleston, South Carolina	BMW MANUFACTURING (USA)	. 1400 HIGHWAY 101 S, GREER SC 29651, SPARTANBURG SC 29651 US	LG CHEM WROCLAW ENERGY SP. Z O.O.	. LG 1A, BISKUPICE PODGORNE, 55-040 K KOBIERZYCE WP 55-040 PL				AL BAHIA	Germany	FSCU5729118 NO MARKS SEGU9038412 NO MARKS			FSCU5729118 2 SEGU9038412	4FR0 4FR0		588 BOX		80 CM				ONEYHAMA2 2495500	005W									100 KING STREET WEST SUITE 5700	BLG LOGISTICS	. 150 SOUTHPORT RD, SPARTANBURG SC 29 SPARTANBURG SC 29306 US	HAMBURG, HH
LITHIUM ION BATTERIES UN3480, 9	6/13/2020	Charleston, South Carolina	BMW MANUFACTURING (USA)	. 1400 HIGHWAY 101 S, GREER SC 29651, GREER SC 29651 US	LG CHEM WROCLAW ENERGY SP. Z O.O.	. LG 1A, BISKUPICE PODGORNE, 55-040 K KOBIERZYCE 055-040 PL	6996	3180	Stade	PALENA	Germany	NO MARKS	29651	1	SZLU9701853	4FR0		210 PKG		40 CM				ONEYHAMA6 3955400	015W	828392	LIBERIA		ONEY	ORATEL NETWORKS	TORONTO	ON	M5X 1C7	100 KING STREET WEST SUITE 5700	BLG LOGISTICS	. 150 SOUTHPORT RD, SPARTANBURG SC 29 GREER SC 29651 US	HAMBURG, HH
----------CXRU1038080 DESCRIPTION---------- LITHIUM ION BATTERIES UN3480, 9 850760 (HS) LITHIUM ION BATTERIES IMCO NUMBER: 9 SERIAL NUMBER: 3480, DGS CONTACT: WOJCIECH WISNIEWSKI +48600497112PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9 ----------GENERIC DESCRIPTION----------CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- APRIU5760337 DESCRIPTION----------LITHIUM ION BATTERIES UN3480, 9 850760 (HS) LITHIUM ION BATTERIES IMCO NUMBER: 9 SERIAL NUMBER: 3480, DGS CONTACT: WOJCIECH WISNIEWSKI +48600497112PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9 ----------GENERIC DESCRIPTION----------CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- TTNU8381299 DESCRIPTION----------LITHIUM ION BATTERIES UN3480, 9 850760 (HS) LITHIUM ION BATTERIES IMCO NUMBER: 9 SERIAL NUMBER: 3480, DGS CONTACT: WOJCIECH WISNIEWSKI +48535977739PSN: LITHIUM ION BATTERIES	7/28/2020	Charleston, South Carolina	BMW MANUFACTURING CO., LLCX	1400 HIGHWAY 101 SOUTH (ASSEMBLY HALL NORTH), GREER 29651 SOUTH CAROLINA TE UNITED STATES OF AMERICA	LG CHEM WROCLAW ENERGY SP. Z O.O.	UL. LG 1A, BISKUPICE PODGORNE 55-040 KOBIERZYCE POLAND				CMA CGM CHATEAU D'IF	Germany	NO MARKS NO MARKS NO MARKS NO MARKS			CXRU1038080 APRU5760337 TTNU8381299 4 CXRU1190404	4SR1 4SR1 4SR1 4SR1		167 PCS		2 CM		CMDUGDY022530B	H		CMDUGDY02 23457	0VB6E	0825004 0825006 0825007 0825003	MALTA		CMDU	COMPAGNIE MARITIME D-AFFRETEMENT	NORFOLK	VA	23502	5701 LAKE WRIGHT DR	-NOT AVAILABLE-	-NOT AVAILABLE- BROWN DISTRIBUTION CENTERS 9551 WILLIAM AIKEN AVE LADSON, SOUTH CAROLINA 29456	BREMERHAVEN
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500830228 CUSTOMER P/O : 729417 SYNTHETIC RUBBER NBR 6240 35KG SR GREEN BOX 18,900.0 KG MATT STEPHENS 515-264-4128	5/29/2016	Charleston, South Carolina	CHANNEL PRIME ALLIANCE	BROWN DISTRIBUTION CENTERS 9551 WILLIAM AIKEN AVE LADSON, SOUTH CAROLINA 29456	LG CHEM, LTD.	128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL KOREA				ERNEST HEMINGWAY	South Korea	AS PER LABEL	29456	1	DFSU2489825	22G0		15 PKG		0		HDMUBUSC9204053A	H		HDMUBUSC9 204053	0005E	E183091	LIBERIA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CHANNEL PRIME ALLIANCE	SOUTH CAROLINA 29456	BUSAN, KOREA
P/O : 4500883115 CU STOMER P/O : 747229 SYNTHETI C RUBBER NBR 6240 35KG SR GR EEN BOX 18,900.000 K G H.S CODE 4002590000 .	12/6/2016	Charleston, South Carolina	CHANNEL PRIME ALLIANCE	BROWN DISTRIBUTION CENTERS 9551 WILLIAM AIKEN AVE LADSON, SOUTH CAROLINA 29456	LG CHEM, LTD.	128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL, SEOUL KOREA 1-5152644110 TEL EX 1-5152644 1				SEA-LAND COMET	South Korea	AS PER LABEL	29456	1	FCBU8406829	2CB0		15 BOX		31 CM		MAEU571156691	H		MAEU5710 9829	644E	KR3493364	SINGAPORE		MAEU	MAERSK LINE	MADISON	NJ	07940-0880	2 GIRALDA FARMS, MADISON AVE.	TO THE ORDER OF LG CHEM AMERICA,	INC	BUSAN
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500807267 CUSTOMER P/O : 4500970803 ITEM CODE CE16051018 SYNTHETIC RUBBER BR 1280 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	2/13/2016	Charleston, South Carolina	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA				APL TOURMALINE	South Korea	AS PER LABEL	29153	1	DFSU1166108	22G0		15 PKG		0		HDMUBUSC9197257A	H		HDMUBUSC9 197257	0105E	E190691	SINGAPORE		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500807266 CUSTOMER P/O : 4500970803 ITEM CODE CE16051018 SYNTHETIC RUBBER SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	2/13/2016	Charleston, South Carolina	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA				APL TOURMALINE	South Korea	AS PER LABEL	29153	1	FCIU5634435	22G0		15 PKG		0		HDMUBUSC9197305A	H		HDMUBUSC9 197305	0105E	E196131	SINGAPORE		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500807266 CUSTOMER P/O : 4500970803 ITEM CODE CE16051018 SYNTHETIC RUBBER SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	2/13/2016	Charleston, South Carolina	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA				APL TOURMALINE	South Korea	AS PER LABEL	29153	1	DFSU2101312	22G0		15 PKG		0		HDMUBUSC9197306A	H		HDMUBUSC9 197306	0105E	E157462	SINGAPORE		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
POLYPROPYLENE POLYPROPYLENE	9/3/2015	Charleston, South Carolina	FITESA SIMPSONVILLE	840 SE MAIN STREET SIMPSONVILLE, SC 29681 US	LG CHEM LTD	LG TWIN TOWERS 20,YOIDO-DONG YOUNGDEUNGPO-GU SEOUL SEOUL, 150721 KR	98956	44980	Pusan	APL QATAR	South Korea	AS PER LABELAS PER LABEL		2	TRLU6357456 HLBU1521100	4300 4310		64 BAG		0 CM		SHKK410709327481	H		HLCUSEL150 800121	034E	HLB0876842 HLB0898265	SINGAPORE		SHKK	SCHENKEROCEAN LIMITED	WANCHAI			38 FL CHINA RESOURCES BLDG 26 HARBOUR RD	-NOT AVAILABLE-		PUSAN
POLYPROPYLENE	9/3/2015	Charleston, South Carolina	FITESA SIMPSONVILLE	840 SE MAIN STREET SIMPSONVILLE, SC 29681 US	LG CHEM LTD	LG TWIN TOWERS 20,YOIDO-DONG YOUNGDEUNGPO-GU SEOUL SEOUL, 150721 KR	49478	22490	Pusan	APL QATAR	South Korea	AS PER LABEL		1	TRLU9517563	4310		32 BAG		0 CM		SHKK410709327535	H		HLCUSEL150 800121	034E	HLB0916171	SINGAPORE		SHKK	SCHENKEROCEAN LIMITED	WANCHAI			38 FL CHINA RESOURCES BLDG 26 HARBOUR RD	-NOT AVAILABLE-		PUSAN
POLYPROPYLENE	9/3/2015	Charleston, South Carolina	FITESA SIMPSONVILLE	840 SE MAIN STREET SIMPSONVILLE, SC 29681 US	LG CHEM LTD	LG TWIN TOWERS 20,YOIDO-DONG YOUNGDEUNGPO-GU SEOUL SEOUL, 150721 KR	49478	22490	Pusan	APL QATAR	South Korea	AS PER LABEL		1	HLXU5101891	4310		32 BAG		0 CM		SHKK410709327559	H		HLCUSEL150 800121	034E	HLB0876986	SINGAPORE		SHKK	SCHENKEROCEAN LIMITED	WANCHAI			38 FL CHINA RESOURCES BLDG 26 HARBOUR RD	-NOT AVAILABLE-		PUSAN
. . 84 BAGS OF POLYPROPYLENE P O NO. 4500897061 CUSTOMER P O 506333 PIC HEATH WILLIAMS . . 84 BAGS OF POLYPROPYLENE P O NO. 4500897061 CUSTOMER P O 506333 PIC HEATH WILLIAMS . . 84 BAGS OF POLYPROPYLENE P O NO. 4500897061 CUSTOMER P O 506333 PIC HEATH WILLIAMS	2/11/2017	Charleston, South Carolina	FITESA SIMPSONVILLE INC	840 SE MAIN ST SIMPSONVILLE, SC 29681 US								. . AS PER LABEL 40 HQX3 CONT AINER ONLY. . . AS PER LABEL 40 HQX3 CONT AINER ONLY. . . AS PER LABEL 40 HQX3 CONT AINER ONLY.																								
MILLAD	1/22/2011	Charleston, South Carolina	MILLIKEN COMPANY	SYCAMORE WAREHOUSE 12445 HWY 56 NORTH, CLINTON, SC, 29325, US TEL 864-938-2502	LG CHEM, LTD.	128, YEOUI-DAERO YEONGDEUNGPO-GU SEOUL, 07336 KR	129875	59034	Pusan	GRASSMERE MAERSK	South Korea	MSKU862204 8 TRLU6683067 PONU803890		3	2		4EB0 4EB0 4EB0		84 PCS		1 CM		SHKK410910573875	H		MAEU959949 2966	708E	KR3061388 MLKR3061388 KR3424214 KR3060810 MLKR3060B10	SINGAPORE		SHKK	SCHENKEROCEAN LIMITED	WANCHAI			38 FL CHINA RESOURCES BLDG 26 HARBOUR RD	-NOT AVAILABLE-	-NOT AVAILABLE-	BUSAN
MILLAD	1/22/2011	Charleston, South Carolina	MILLIKEN COMPANY	. SYCAMORE WAREHOUSE 12445 HWY 56 NORTH CLINTON,SC,29325,US TEL 864-938-2502	LG CHEM, LTD	. LG TWIN TOWERS 20 YOIDO-DONG, YOUNGDEUNGPO-GU, SEOUL 150-606, KOREA	14256	6480	Pusan	YM ANPING	South Korea	NO MARKS	0	1	HJCU1281158	4FG0		600 PKG		0		HJSCSELOAS6943A01	H		HJSCSEL0AS6 94500	0039E	HB151389	GERMANY	00 - Consumption Category	HJSC	HANJIN SHIPPING COMPANY LTD	PARAMUS	NJ	7652	80 EAST RT 4 SUITE 490	EXPEDITORS INTERNATIONAL OF WASHING		BUSAN
LITHIUM POLYMER BATTERY	4/21/2018	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM, LTD	. 20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL	1428	649	Pusan	YM ANPING	South Korea	NO MARKS	12445	1	HJCU1281158	4FG0		60 PKG		0		HJSCSELOAS043A01	H		HJSCSEL0AS0 43700	0039E	HB151389	GERMANY	00 - Consumption Category	HJSC	HANJIN SHIPPING COMPANY LTD	PARAMUS	NJ	7652	80 EAST RT 4 SUITE 490	EXPEDITORS INTERNATIONAL OF WASHING		BUSAN
LITUIUM ION BATTERY	1/24/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	E. R. TIANPING	South Korea	41050411607	29472	1	CAIU5471617	42R0		76 PKG		0 CM		CCLLSELS18028776	H		ZIMUSEL747 969	014W	ZGLP046998	PORTUGAL		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
BATTERY PACK	2/28/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	NORTHERN JASPER	South Korea	VOLVO CARS CHARLESTON VOLVO CARS CHARLESTON NUMBER OF	29472	1	ZCSU5115234	42R0		76 PKG		0 CM		CCLLPUS518000348	H		ZIMUSEL773 969	2E	ZGLQ011993	LIBERIA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM ION BATTERY	3/3/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	AMERICA	South Korea	PKGS: 76PCS VOLVO CARS CHARLESTON NUMBER OF PKGS: 76PCS	29472	1	ZCSU5124771	42R0		76 PKG		0 CM		CCLLPUS519000355	H		ZIMUSEL776 528	8SW	ZGLQ005201	UNITED STATES		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM POLYMER BATTERY	3/23/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	ZIM DJIBOUTI	South Korea	PKGS: 76PCS VOLVO CARTS CHARLESTON NUMBER OF PKGS: 76PCS	29472	1	ZCSU5122320	42R0		76 PAL		0 CM		CCLLPUS519000352	H		ZIMUSEL776 048	64E	ZGLQ012984	LIBERIA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	-NOT AVAILABLE-	-NOT AVAILABLE-	BUSAN
LITHIUM POLYMER BATTERY	3/23/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	ZIM ANTWERP	South Korea	PKGS: 76PCS VOLVO CARTS CHARLESTON NUMBER OF PKGS: 76PCS	29472	1	JXLU5964313	42R0		76 PKG		0 CM		CCLLSELS19035215	H		ZIMUSEL778 276	50E	ZGLQ001002	LIBERIA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM ION BATTERY	4/13/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	ZIM ANTWERP	South Korea	PKGS: 76PCS	29472	1	ZMOU882661 1 1	42R0		76 PKG		0 CM		CCLLSELS19035052	H		ZIMUSEL778 276	50E	ZGLQ001047	LIBERIA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	-NOT AVAILABLE-	-NOT AVAILABLE-	BUSAN
LITHIUM ION BATTERY	4/13/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	ZIM ROTTERDAM	South Korea	VOLVO CAR	29472	1	ZCSU5173328	42R0		76 PKG		0 CM		CCLLSELS19035564	H		ZIMUSEL780 638	51E	ZGLQ016355	LIBERIA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM ION BATTERY	4/13/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	ZIM ROTTERDAM	South Korea	VOLVO CAR	29472	1	TEMU9095530 0	42R0		76 PKG		0 CM		CCLLSELS19035565	H		ZIMUSEL780 638	51E	ZGLQ016332	LIBERIA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM ION BATTERY	5/3/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	ZIM ROTTERDAM	South Korea	VOLVO CAR	29472	1	ZCSU5771459	42R0		76 PKG		0 CM		CCLLSELS19035550	H		ZIMUSEL780 638	51E	ZGLQ019895	LIBERIA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	-NOT AVAILABLE-	-NOT AVAILABLE-	BUSAN
LITHIUM ION BATTERY	5/17/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	PARSIFAL	South Korea	VOLVO CAR	29472	1	TRIU8729202	42R0		76 PKG		0 CM		CCLLSELS19035983	H		ZIMUSEL783 801	10E	ZGLQ025639	SINGAPORE		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM ION BATTERY	5/17/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	ZIM DJIBOUTI	South Korea	VOLVO CAR	29472	1	ZCSU5865558	45R1		76 PKG		0 CM		CCLLSELS19036166	H		ZIMUSEL785 290	65E	ZGLQ031097	LIBERIA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM ION BATTERY	5/31/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	ZIM DJIBOUTI	South Korea	VOLVO CAR	29472	1	ZCSU5857043	45R1		76 PKG		0 CM		CCLLSELS19036167	H		ZIMUSEL785 290	65E	ZGLQ030033	LIBERIA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM ION BATTERY	5/31/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	CAPE SOUNIO	South Korea	VOLVO CAR	29472	1	TRIU8633498	42R0		76 PKG		0 CM		CCLLSELS19036401	H		ZIMUSEL786 298	9E	ZGLQ041868	MALTA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM ION BATTERY	6/8/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	CAPE SOUNIO	South Korea	VOLVO CAR	29472	1	ZCSU5852041	42R0		76 PKG		0 CM		CCLLSELS19036402	H		ZIMUSEL786 298	9E	ZGLQ042914	MALTA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM ION BATTERY	6/8/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	ZIM ANTWERP	South Korea	VOLVO CAR	29472	1	ZCSU5114388	42R0		76 PKG		0 CM		CCLLSELS19036481	H		ZIMUSEL786 571	51E	ZGLQ051059	LIBERIA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM ION BATTERY	6/8/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	ZIM ANTWERP	South Korea	VOLVO CAR	29472	1	ZCSU5834480	42R0		76 PKG		0 CM		CCLLSELS19036479	H		ZIMUSEL786 571	51E	ZGLQ041997	LIBERIA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM ION BATTERY	6/15/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	ZIM ANTWERP	South Korea	VOLVO CAR	29472	1	ZCSU5132479	42R0		76 PKG		0 CM		CCLLSELS19036480	H		ZIMUSEL786 571	51E	ZZDH19076	LIBERIA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN
LITHIUM ION BATTERY	6/22/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	CAPE TAINARO	South Korea	VOLVO CAR	29472	1	ZCSU5122845	42R0		76 PKG		0 CM		CCLLSELS19036590	H		ZIMUSEL788 643	001W	ZGLQ038506	MALTA		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	-NOT AVAILABLE-	-NOT AVAILABLE-	BUSAN
					LG CHEM	20 YOIDO-DONG, YOUNGDEUNGPO-GU, LG T WIN TOWERS SEOUL KR	26752	12160	Pusan	SANTA LINEA	South Korea	VOLVO CAR	29472	1	SZLU9004545	42R0		76 PKG		0 CM		CCLLSELS19036731	H		ZIMUSEL789 484	4E	ZGLQ053867	GERMANY		CCLL	CARGO CONTAINER LINE LIMITED	TORTOLA ROAD TOWN			PO BOX 3340	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR	BUSAN

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EXHIBIT
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PRODUCT DESCRIPTION	ARRIVAL DATE	US PORT	CONSIGNEE	CONSIGNEE ADDRESS	SHIPPER	SHIPPER ADDRESS	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	ZIP CODE	NO. OF CONTAINERS	CONTAINER NUMBER	CONTAINER TYPE	QUANTITY	QUANTITY UNIT	MEASUREMENT	MEASUREMENT UNIT	BILL OF LADING	HOUSE VS MASTER	DISTRIBUTION PORT	MASTER B/L	VOYAGE NUMBER	SEAL	SHIP REGISTERED IN	IN-BOND ENTRY TYPE	CARRIER CODE	CARRIER NAME	CARRIER CITY	CARRIER STATE	CARRIER ZIP	CARRIER ADDRESS	NOTIFY PARTY	NOTIFY ADDRESS	PLACE OF RECEIPT
HS CODE : 3918.10-1000 DECOTILE PLUS DPW2532/3.0T/75X920/?? 8.000 BOX DPW2546/3.0T/75X920/?? 386.000 BOX	3/29/2007		LG CHEM AMERICA, INC.	920 SYLVAN AVENUE, ENGLEWOODCLIFFS, NJ 07632 USAATTN:VITTORIA GRAMBONETTEL: 888-291-9903	LG CHEM, LTD.	LG TWIN TOWERS 20, YOIDO-DONG,YOUNGDUNGPO-GU, SEOUL, 150-721,KOREA																										BONITZ FLOORING GROUP,INC.	1200 WOODRUFF ROAD BLDG.D-1P,O.BOX 6908GREENVILLE,SC.	
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500830228 CUSTOMER P/O : 729417 SYNTHETIC RUBBER NBR 6240 3SIG SR GREEN BOX 18,900.0 KG MATT STEPHENS 515-264-4128	5/29/2016	Charleston, South Carolina	CHANNEL PRIME ALLIANCE	BROWN DISTRIBUTION CENTERS 9551 WILLIAM AIKEN AVE LADSON, SOUTH CAROLINA 29456			15479	7036	BUSAN, KOREA	HYUNDAI DISCOVERY	Korea	AS PER LABEL	7632		0		8	WB		0	HDMUBUSC1128645A							HDMU	HYUNDAI MERCHANT MARINE	SEOUL				879 W 190TH ST 7TH FL	CHANNEL PRIME ALLIANCE	29606ATTN:PHILIP E.ASHLEY VICE PRESIDENT BROWN DISTRIBUTION CENTERS 9551 WILLIAM AIKEN AVE LADSON, SOUTH CAROLINA 29456	
SYNTHETIC RUBBER	11/19/2014	Charleston, South Carolina	TO THE ORDER OF LG CHEM AMERICA	INC. 750 THE CITY DR.SOUTH SUITE 300 ORANGE, CA 92868	LG CHEM, LTD.	128, YEOUI-DAERO, YEONGDEUNGPO-GU, SEOUL KOREA		43296	19680 Pusan	ERNEST HEMINGWAY	South Korea	AS PER LABEL	29456		1 DFSU2489825	22G0		15 PKG		0	HDMUBUSC9204053A	H			HDMUBUSC9204053	0005E	E183091	LIBERIA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
SYNTHETIC RUBBER	11/26/2014	Charleston, South Carolina	TO THE ORDER OF LG CHEM AMERICA	INC. 750 THE CITY DR.SOUTH SUITE 300 ORANGE, CA 92868	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA .		45804	20820 Pusan	VECCHIO BRIDGE	South Korea	NO MARKS	92868		1 HJCU8216112	2CG0		15 CTN		0	HJSCSEL4D3877A01	H			HJSCSEL4D38 77600	0052E	HE227981	PANAMA		HJSC	HANJIN SHIPPING COMPANY LTD	PARAMUS	NJ	7652	80 EAST RT 4 SUITE 490 HOLLIFIELD	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN
P/O : 4500718848 CUSTOMER P/O : 4500879003-1 SYNTHETIC RUBBER SBR 1783 16,380.000 KG null JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.19-0000	1/20/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	YM ELIXIR	South Korea	NO MARKS	92868		1 HJCU2223897	2CG0		15 CTN		0	HJSCSEL43886A01	H			HJSCSEL4D38 86600	0055E	HE231354	LIBERIA		HJSC	HANJIN SHIPPING COMPANY LTD	PARAMUS	NJ	7652	80 EAST RT 4 SUITE 490 HOLLIFIELD	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN
P/O : 4500729083 CUSTOMER P/O : 4500893334 SYNTHETIC RUBBER SBR 1783 16,380.000 KG null JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.19-0000	1/20/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		39697	18044 Pusan	KAETHE P	South Korea	NO MARKS AND NUMBERS			1 FCIU5381105	22G0		13 BOX		0	HDMUBUWB4506855 A	H			HDMUBUWB 4506855	0011E	D440495	LIBERIA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN KOREA
P/O : 4500729050 CUSTOMER P/O : 4500891551 SYNTHETIC RUBBER SBR 1783 18,900.000 KG null JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.19-0000	2/27/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		39697	18044 Pusan	KAETHE P	South Korea	NO MARKS AND NUMBERS			1 FCIU4690964	22G0		13 BOX		0	HDMUBUWB4506859 A	H			HDMUBUWB 4506859	0011E	E143954	LIBERIA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN KOREA
P/O : 4500729932 CUSTOMER P/O : 4500896975 SYNTHETIC RUBBER SBR 1783 18,900.000 KG H.S. CODE: 4002.19-0000 H.S. CODE: 7309.00-0000	3/11/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	APL GARNET	South Korea	NO MARKS AND NUMBERS			1 FCIU4891634	22G0		15 BOX		0	HDMUBUWB4511928 A	H			HDMUBUWB 4511928	0065E	S310160	MARSHALL ISLANDS		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN KOREA
P/O : 4500729933 CUSTOMER P/O : 4500891548 SYNTHETIC RUBBER SBR 1783 18,900.000 KG H.S. CODE: 4002.19-0000 H.S. CODE: 7309.00-0000	3/11/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	HYUNDAI VOYAGER	South Korea	NO MARKS AND NUMBERS			HDMU270705 1 7	22G0		15 BOX		0	HDMUBUWB4514162 A	H			HDMUBUWB 4514162	0043E	D441348	PANAMA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	JONATHAN.HOLLIFIELD@CONTI-NA.COM BUSAN KOREA
P/O : 4500729928 CUSTOMER P/O : 4500896945-1 SYNTHETIC RUBBER BR 1280 18,900.000 KG null JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 7309.00-0000	3/17/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	HYUNDAI VOYAGER	South Korea	NO MARKS AND NUMBERS			BMOU231877 1 5	22G0		15 BOX		0	HDMUBUWB4514186 A	H			HDMUBUWB 4514186	0043E	D442531	PANAMA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	JONATHAN.HOLLIFIELD@CONTI-NA.COM BUSAN KOREA
P/O : 4500729932 CUSTOMER P/O : 4500896975 SYNTHETIC RUBBER SBR 1783 18,900.000 KG ++ JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.19-0000	4/2/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	OOCL HALIFAX	South Korea	NO MARKS AND NUMBERS			HDMU266028 1 4	22G0		15 BOX		0	HDMUBUWB4514973 A	H			HDMUBUWB 4514973	0004E	S309760	UNITED KINGDOM		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN KOREA
P/O : 4500729929 CUSTOMER P/O : 4500900798 SYNTHETIC RUBBER BR 1280 18,900.000 KG ++ JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.20-9000	4/2/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	KAETHE P	South Korea	NO MARKS AND NUMBERS			HDMU267017 1 4	22G0		15 BOX		0	HDMUBUWB4517337 A	H			HDMUBUWB 4517337	0012E	S314183	LIBERIA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD++	BUSAN, KOREA
P/O : 4500737313 CUSTOMER P/O : 4500896975-3 SYNTHETIC RUBBER SBR 1783 18,900.000 KG null JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.19-0000	4/15/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	KAETHE P	South Korea	NO MARKS AND NUMBERS			1 FCIU5153297	22G0		15 BOX		0	HDMUBUWB4517383 A	H			HDMUBUWB 4517383	0012E	S327649	LIBERIA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
P/O : 4500737300 CUSTOMER P/O : 4500896945-2 SYNTHETIC RUBBER BR 1280 18,900.000 KG null JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.20-9000	4/15/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	ZIM COLOMBO	South Korea	NO MARKS AND NUMBERS			1 GESU2095102	22G0		15 BOX		0	HDMUBUWB4519332 A	H			HDMUBUWB 4519332	0039E	S172485	LIBERIA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
P/O : 4500737308 CUSTOMER P/O : 4500903739-1 2 SYNTHETIC RUBBER BR 1280 18,900.000 KG ++ JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.20-9000	4/21/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	ZIM COLOMBO	South Korea	NO MARKS AND NUMBERS			HDMU256629 1 9	22G0		15 BOX		0	HDMUBUWB4519338 A	H			HDMUBUWB 4519338	0039E	S328778	LIBERIA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
P/O : 4500737308 CUSTOMER P/O : 4500903739-1 2 SYNTHETIC RUBBER BR 1280 18,900.000 KG ++ JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.20-9000	4/28/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	HYUNDAI GLORY	South Korea	NO MARKS AND NUMBERS			1 TGHU1967179	22G0		15 BOX		0	HDMUBUWB4520475 A	H			HDMUBUWB 4520475	0067E	S309333	PANAMA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
P/O : 4500737304 CUSTOMER P/O : 4500902408-1 SYNTHETIC RUBBER SBR 1783 18,900.000 KG ++ JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.19-0000	4/28/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	MOL EXPRESS	South Korea	NO MARKS AND NUMBERS			1 GESU2533718	22G0		15 BOX		0	HDMUBUWB4520444 A	H			HDMUBUWB 4520444	0081E	S308092	HONG KONG		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD++	BUSAN KOREA
P/O : 4500741792 CUSTOMER P/O : 4500918577 SYNTHETIC RUBBER BR 1280 18,900.000 KG ++ JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.20-9000	5/14/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	MOL EXPRESS	South Korea	NO MARKS AND NUMBERS			HDMU249279 1 2	22G0		15 BOX		0	HDMUBUWB4520450 A	H			HDMUBUWB 4520450	0081E	S330799	HONG KONG		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD++	BUSAN, KOREA
P/O : 4500743416 CUSTOMER P/O : 4500902408-2 SYNTHETIC RUBBER SBR 1783 18,900.000 KG ++ JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.19-0000	5/28/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	MOL EXPEDITOR	South Korea	NO MARKS AND NUMBERS			HDMU255237 1 7	22G0		15 BOX		0	HDMUBUWB4525743 A	H			HDMUBUWB 4525743	0074E	S326179	HONG KONG	HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD++	BUSAN, KOREA
P/O : 4500743418 CUSTOMER P/O : 4500914371 SYNTHETIC RUBBER SBR 1783 18,900.000 KG null JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.19-0000	5/28/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	MOL EXPEDITOR	South Korea	NO MARKS AND NUMBERS			1 TRHU2959077	22G0		15 BOX		0	HDMUBUWB4525747 A	H			HDMUBUWB 4525747	0074E	S350825	HONG KONG	HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
P/O : 4500743417 CUSTOMER P/O : 4500903739-3 SYNTHETIC RUBBER BR 1280 18,900.000 KG null JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.20-9000	5/28/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	MOL EXPEDITOR	South Korea	NO MARKS AND NUMBERS			1 DFSU2669874	22G0		15 BOX		0	HDMUBUWB4525754 A	H			HDMUBUWB 4525754	0074E	S307870	HONG KONG	HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD++	BUSAN, KOREA
P/O : 4500749835 CUSTOMER P/O : 4500912537 SYNTHETIC RUBBER BR 1280 18,900.000 KG ++ JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 7309.00-0000	6/10/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	HYUNDAI GOODWILL	South Korea	NO MARKS AND NUMBERS			1 DFSU2670860	22G0		15 BOX		0	HDMUBUWB4527912 A	H			HDMUBUWB 4527912	0043E	S323096	PANAMA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD++	BUSAN KOREA
P/O : 4500749837 CUSTOMER P/O : 4500920847 SYNTHETIC RUBBER SBR 1783 18,900.000 KG ++ JONATHAN.HOLLIFIELD@CONTI-NA.COM 803-506-5201 H.S. CODE: 4002.19-0000	6/10/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	HYUNDAI GOODWILL	South Korea	NO MARKS AND NUMBERS			HDMU264159 1 8	22G0		15 BOX		0	HDMUBUWB4528089 A	H			HDMUBUWB 4528089	0043E	S372031	PANAMA		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD++	BUSAN, KOREA
15 PKGS OF P/O : 4500772043 CUSTOMER P/O : 4500929360 SYNTHETIC RUBBER BR 1280 18,900.0KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	9/10/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	MOL EXPRESS	South Korea	AS PER LABEL			HDMU255846 1 2	22G0		15 PKG		0	HDMUBUSC9187074A	H			HDMUBUSC9 187074	0083E	E155291	HONG KONG	HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
15 PKGS OF P/O : 4500756061 CUSTOMER P/O : 4500929418-1 SYNTHETIC RUBBER SBR 1783 18,900.000G - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	9/10/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	MOL EXPRESS	South Korea	AS PER LABEL			HDMU270901 1 8	22G0		15 PKG		0	HDMUBUSC9187075A	H			HDMUBUSC9 187075	0083E	E131426	HONG KONG	HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
15 PKGS OF P/O : 4500772044 CUSTOMER P/O : 4500929418-2 SYNTHETIC RUBBER SBR 1783 18,9.00.0 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	9/10/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	MOL EXPRESS	South Korea	AS PER LABEL			1 CNSU2042771	22G0		15 PKG		0	HDMUBUSC9187082A	H			HDMUBUSC9 187082	0083E	E138166	HONG KONG	HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
15 PKGS OF P/O : 4500772045 CUSTOMER P/O : 4500935238 SYNTHETIC RUBBER SBR 1783 18,900.00KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	9/10/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	MOL EXPRESS	South Korea	AS PER LABEL			1 CAIU2355700	22G0		15 PKG		0	HDMUBUSC9187093A	H			HDMUBUSC9 187093	0083E	E143873	HONG KONG	HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500779572 CUSTOMER P/O : 4500943881 SYNTHETIC RUBBER SBR 1783 37,800.000 KG . SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500779572 CUSTOMER P/O : 4500943881 SYNTHETIC RUBBER SBR 1783 37,800.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201 . - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201 .	10/22/2015	Charleston, South Carolina	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		91608	41640 Pusan	MOL EMINENCE	South Korea	AS PER LABELAS PER LABEL			TCKU2959905 2 CNSU2029147	22G0 22G0		30 PKG		0	HDMUBUSC9190159A	H			HDMUBUSC9 190159	0015E	E135290 E137019	HONG KONG	HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500807267 CUSTOMER P/O : 4500970803 ITEM CODE CE16051018 SYNTHETIC RUBBER BR 1280 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	2/13/2016	Charleston, South Carolina	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	APL TOURMALINE	South Korea	AS PER LABEL	29153		1 DFSU1166108	22G0		15 PKG		0	HDMUBUSC9197257A	H			HDMUBUSC9 197257	0105E	E190691	SINGAPORE		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500807266 CUSTOMER P/O : 4500970803 ITEM CODE CE16051018 SYNTHETIC RUBBER SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	2/13/2016	Charleston, South Carolina	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	APL TOURMALINE	South Korea	AS PER LABEL	29153		1 FCIU5634435	22G0		15 PKG		0	HDMUBUSC9197305A	H			HDMUBUSC9 197305	0105E	E196131	SINGAPORE		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500807266 CUSTOMER P/O : 4500970803 ITEM CODE CE16051018 SYNTHETIC RUBBER SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	2/13/2016	Charleston, South Carolina	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	APL TOURMALINE	South Korea	AS PER LABEL	29153		1 DFSU2101312	22G0		15 PKG		0	HDMUBUSC9197306A	H			HDMUBUSC9 197306	0105E	E157462	SINGAPORE		HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500850370 CUSTOMER P/O : 4501010109 SBR1783 : ITEM CODE CE16051018 SYNTHETIC RUBBER, SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	8/17/2016	Charleston, South Carolina	LG CHEM AMERICA,	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	MOL MATRIX	South Korea	AS PER LABEL	30009		1 TCKU1333347	22G0		15 PKG		0	HDMUBUSC9209600A	H			HDMUBUSC9 209600	0037E	S585863	MARSHALL ISLANDS	HDMU	HYUNDAI MERCHANT MARINE	SEOUL			879 W 190TH ST 7TH FL	CONTINENTAL TIRE	1805 HWY 521 SOUTH SUMTER, SC 29153 JON HOLLIFIELD	BUSAN, KOREA
. SHIPPER'S LOAD AND COUNT SAID TO CONTAIN P/O : 4500850370 CUSTOMER P/O : 4501010109 SBR1783 : ITEM CODE CE16051018 SYNTHETIC RUBBER, SBR 1783 18,900.000 KG - SURRENDER BL - JONATHAN.HOLLIFIELD CONTI-NA.COM 803-506-5201	8/17/2016	Charleston, South Carolina	LG CHEM AMERICA,	INC. 2400 LAKEVIEW PKWY STE 580 ALPHARETTA GA 30009 USA	LG CHEM, LTD	128, YEOUI-DAERO,YEONGDEUNGPO-GU, SEOUL KOREA		45804	20820 Pusan	MOL MATRIX	South Korea	AS PER LABEL	30009		TEMU235796 1 5	22G0		15 PKG		0	HDMUBUSC9209615A	H			HDMUBUSC9

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PRODUCT DESCRIPTION	ARRIVAL DATE	US PORT	CONSIGNEE	CONSIGNEE ADDRESS	SHIPPER	SHIPPER ADDRESS	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	ZIP CODE	NO. OF CONTAINERS	CONTAINER NUMBER	CONTAINER TYPE	QUANTITY	QUANTITY UNIT	MEASUREMENT	MEASUREMENT UNIT	BILL OF LADING	HOUSE VS MASTER	DISTRIBUTION PORT	MASTER B/L	VOYAGE NUMBER	SEAL	SHIP REGISTERED IN	IN-BOND ENTRY TYPE	CARRIER CODE	CARRIER NAME	CARRIER CITY	CARRIER STATE	CARRIER ZIP	CARRIER ADDRESS	NOTIFY PARTY	NOTIFY ADDRESS	PLACE OF RECEIPT
LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIU	4/4/2020	Charleston, South Carolina	BMW MANUFACTURING (USA)	. 1400 HIGHWAY 101 S, GREER SC 29651, GREER SC 29306 US	LG CHEM WROCLAW ENERGY SP. Z O.O.	. INNOWACYJNA 1, BISKUPICE PODGORNE, KOBIERZYCE 05 55-040 PL	26941	12246	Stade	PALENA	Germany	NO MARKS NO MARKS NO MARKS	29306	3	FSCU5738969 TTNU8305386 SZLU9686980	4FR0 4FR0 4FR0	809	BOX	120	CM	ONEYHAMA22467A01	H		ONEYHAMA2 2467400	013W	0828399 0828245 0828247	LIBERIA		ONEY	ORATEL NETWORKS	TORONTO	ON	M5X 1C7	. 1400 HIGHWAY 100 KING STREET WEST SUITE 5700	BLG LOGISTICS	101 S, GREER SC 29651, GREER SC 29306 US	HAMBURG, HH
LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIU	4/11/2020	Charleston, South Carolina	BMW DE MEXICO	BMW SLP S.A DE C.V. VILLA DE REYES, SAN LUIS POTOSI BOULEVARD 79526 MX	LG CHEM WROCLAW ENERGY SP. Z O.O.	. LG 1A, BISKUPICE PODGORNE, 55-040 K KOBIERZYCE WP 55-040 PL	75	34	Stade	AL BAHIA	Germany	NO MARKS	79526	1	FSCU5729118	4FR0	1	BOX	80	CM	ONEYHAMA22495A02	H		ONEYHAMA2 2495500	005W	828397	LIBERIA		ONEY	ORATEL NETWORKS	TORONTO	ON	M5X 1C7	100 KING STREET WEST SUITE 5700	BMW DE MEXICO	BMW SLP S.A DE C.V. VILLA DE REYES, SAN LUIS POTOSI BOULEVARD 79526 MX	HAMBURG, HH
LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIU	4/11/2020	Charleston, South Carolina	BMW MANUFACTURING (USA)	. 1400 HIGHWAY 101 S, GREER SC 29651, SPARTANBURG SC 29651 US	LG CHEM WROCLAW ENERGY SP. Z O.O.	. LG 1A, BISKUPICE PODGORNE, 55-040 K KOBIERZYCE WP 55-040 PL	19606	8912	Stade	AL BAHIA	Germany	FSCU5729118 NO MARKS SEGU9038412 NO MARKS	29651	2	FSCU5729118 SEGU9038412	4FR0 4FR0	588	BOX	80	CM	ONEYHAMA22495A01	H		ONEYHAMA2 2495500	005W	0828397 0828398	LIBERIA		ONEY	ORATEL NETWORKS	TORONTO	ON	M5X 1C7	100 KING STREET WEST SUITE 5700	BLG LOGISTICS	. 150 SOUTHPORT RD, SPARTANBURG SC 29 SPARTANBURG SC 29306 US	HAMBURG, HH
---------- CGMU9342054 DESCRIPTION---------- LITHIUM ION BATTERIES 381 BOXES ON 48 PALLETS TOTAL NET MASS 14 744,50KG TOTAL GROSS MASS 16 256,50KG HS 8507600090 PSN: LITHIUM ION BATTERIES, UN NUMBER: 3480 - IMDG CLASS: 9 ----- ----------GENERIC DESCRIPTION----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ----- ---------- TGHU9957794 DESCRIPTION----------LITHIUM ION BATTERIES 439 BOXES ON 53 PALLETS TOTAL NET MASS 16 418,90KG TOTAL GROSS MASS 18 088,40KG HS 8507600090 PSN: LITHIUM ION BATTERIES, UN NUMBER: 3480 - IMDG CLASS: 9 ----- ----------GENERIC DESCRIPTION----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ----- ---------- CGMU9342054 DESCRIPTION----------LITHIUM ION BATTERIES 424 BOXES ON 53 PALLETS TOTAL NET MASS 16 663,2KG TOTAL GROSS MASS 18 332,7KG HS 8507600090 PSN: LITHIUM ION BATTERIES, UN NUMBER: 3480 - IMDG CLASS: 9 ----- ----------GENERIC DESCRIPTION----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ----- ---------- GSMU6542655 DESCRIPTION---------- LITHIUM ION BATTERIES 6 CARTON BOXES/PALLETS PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9 ----------GENERIC DESCRIPTION---------- ----------, FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS	4/14/2020	Charleston, South Carolina	FORD MOTOR COMPANY, SA DE CV,	CALLE GUILLERMO GONZALEZ CAMARENA 1500 PISO 5, SANTA FE, DELEGACI N ALVARO OBREG N TE CIUDAD	LG CHEM WROC AW ENERGY SP. Z O.O.	LG 1A, BISKUPICE PODGORNE KOBIERZYCE POLAND	146377	66535	Bremerhaven	APL HOLLAND	Germany	NO MARKS NO MARKS NO MARKS		4	CGMU9342054 TGHU9957794 GSMU5302808 GSMU6542655	4SR1 4SR1 4SR1 4SR1	192	PCS	1	CM	CMDUGDY0219959	H		CMDUGDY02 18534	0VB5K	0821825 NONE 0821827 NONE 0821830 NONE 0821828 NONE	SINGAPORE		CMDU	COMPAGNIE MARITIME D-AFFRETEMENT	NORFOLK	VA	23502	5701 LAKE WRIGHT DR	-NOT AVAILABLE-	-NOT AVAILABLE-	BREMERHAVEN
LITHIUM ION BATTERIES UN3480, 9	6/13/2020	Charleston, South Carolina	BMW MANUFACTURING (USA)	. 1400 HIGHWAY 101 S, GREER SC 29651, GREER SC 29651 US	LG CHEM WROCLAW ENERGY SP. Z O.O.	LG 1A, BISKUPICE PODGORNE KOBIERZYCE POLAND	2400	1091	Bremerhaven	CMA CGM CHATEAU D'IF	Germany	NO MARKS	45010	1	CGMU654265	5 45R1	6	PCS	0	CM	CMDUGDY0219966	H		CMDUGDY02 19228	0VB5M	821826	CYPRUS		CMDU	COMPAGNIE MARITIME D-AFFRETEMENT	NORFOLK	VA	23502	5701 LAKE WRIGHT DR	-NOT AVAILABLE-	-NOT AVAILABLE-	BREMERHAVEN
LITHIUM ION BATTERIES	7/15/2020	Charleston, South Carolina	BMW SLP, S.A. DE C.V.	BOULEVARD BMW NO. 655 VILLA DE REYES SLP 79526 MEXICO	LG CHEM WROCLAW ENERGY SP Z.O.O	. LG 1A, BISKUPICE PODGORNE, 55-040 K KOBIERZYCE 05 55-040 PL	6996	3180	Stade	PALENA	Germany	NO MARKS	29651	1	SZLU9701853	4FR0	210	PKG	40	CM	ONEYHAMA63955A01	H		ONEYHAMA6 3955400	015W	828392	LIBERIA		ONEY	ORATEL NETWORKS	TORONTO	ON	M5X 1C7	100 KING STREET WEST SUITE 5700	BLG LOGISTICS	29651 US	HAMBURG, HH
---------- CKRU1038080 DESCRIPTION---------- LITHIUM ION BATTERIES UN3480, 9 850760 (HS) LITHIUM ION BATTERIES IMCO NUMBER: 9 SERIAL NUMBER: 3480, DGS CONTACT: WOJCIECH WISNIEWSKI +48600497119PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9 ----------GENERIC DESCRIPTION----------CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- APRU5760337 DESCRIPTION----------LITHIUM ION BATTERIES UN3480, 9 850760 (HS) LITHIUM-ION BATTERIES IMCO NUMBER: 9 SERIAL NUMBER: 3480, DGS CONTACT: WOJCIECH WISNIEWSKI +48600497119PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9 ----------GENERIC DESCRIPTION----------CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- TTNU8381299 DESCRIPTION----------LITHIUM ION BATTERIES UN3480, 9 850760 (HS) LITHIUM-ION BATTERIES IMCO NUMBER: 9 SERIAL NUMBER: 3480, DGS CONTACT: WOJCIECH WISNIEWSKI +48535977739PSN: LITHIUM ION BATTERIES ----------, FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- CGMU5509143 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 416 PIECES IN 52 FIREBOARD BOXES TOTAL NET MASS: 15433,6KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S ---------- CGMU5284026 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 436 PIECES IN 34 FIREBOARD BOXES (4G) NET MASS: 17134,8 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- TTNU8682060 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 491 PIECES IN 34 FIREBOARD BOXES (4G) NET MASS: 15956,7 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- SZLU9495270 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 449 PIECES IN 34 FIREBOARD BOXES (4G) NET MASS: 15586,3 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- TTNU8507880 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 330 PIECES IN 44 FIREBOARD BOXES (4G) NET MASS: 12969 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- CRSU6108811 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 182 PIECES IN 20 FIREBOARD BOXES (4G) NET MASS: 6389,8 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- APRU6112262 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 428 PIECES IN 54 FIREBOARD BOXES TOTAL NET MASS: 15887,6 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9 ----------GENERIC DESCRIPTION----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- CGMU5192167 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 421 PIECES IN 54 FIREBOARD BOXES TOTAL NET MASS: 15814,9 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9 ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- CGMU5123145 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 432 PIECES IN 54 FIREBOARD BOXES TOTAL NET MASS: 16977,6 KG PSN: LITHIUM ION	7/28/2020	Charleston, South Carolina	BMW MANUFACTURING CO., LLCX	1400 HIGHWAY 101 SOUTH (ASSEMBLY HALL NORTH), GREER 29651 SOUTH CAROLINA TE UNITED STATES OF AMERICA	LG CHEM WROCLAW ENERGY SP. Z O.O.	UL. LG 1A, BISKUPICE PODORNE, KOBIE KOBIELE WIELKIE LD 55-040 POLAND	11878	5399	Bremerhaven	MSC FLAMINIA	Germany	NO MARKS	79526	1	MEDU901401 CKRU1038080 APRU5760337 TTNU8381299 APRU6112262 CGMU5192167	3 4532 4SR1 4SR1 4SR1 4SR1	339	BOX	0		MEDUND991364		Greenville-Spartanburg, South Carolina	MEDU 0275		828273	LIBERIA	61 - Immediate Transportation	MEDU	MSC MEDITERRANEAN SHIPPING COMPANY SA	GENEVA			BLG LOGISTICS	150 SOUTHPORT RD SPARTANBURG SC 29306 UNITED STATES	BREMERHAVEN
---------- CGMU9391830 DESCRIPTION---------- UN 3480 LITHIUM ION BATTERIES, 9 432 PIECES IN S4 FIREBOARD BOXES TOTAL NET MASS: 16977,6KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- CGMU9403416 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 360 PIECES IN 44 FIREBOARD BOXES TOTAL NET MASS: 13223,2KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- TTNU8682060 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 491 PIECES IN 34 FIREBOARD BOXES (4G) NET MASS: 15956,7 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- SZLU9495270 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 449 PIECES IN 34 FIREBOARD BOXES (4G) NET MASS: 15586,3 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- TTNU8507880 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 330 PIECES IN 44 FIREBOARD BOXES (4G) NET MASS: 12969 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- APRU6112262 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 428 PIECES IN 54 FIREBOARD BOXES TOTAL NET MASS: 15887,6 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9 ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- CGMU5123145 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 432 PIECES IN 54 FIREBOARD BOXES TOTAL NET MASS: 16977,6 KG PSN: LITHIUM ION	8/4/2020	Charleston, South Carolina	FORD MOTOR COMPANY, SA DE CV,	RFC FMOB304236CS CALLE GUILLERMO GONZALEZ CAMARENA, 1500 PISO 5 SANTA FE, DELEGACI N ALVARO	LG CHEM WROC AW ENERGY SP. Z O.O.	LG 1A, BISKUPICE PODGORNE 55-040 KOBIERZYCE POLAND	149103	67774	Bremerhaven	CMA CGM CHATEAU D'IF	Germany	NO MARKS NO MARKS NO MARKS		4	CGMU939183 0 CGMU940341 6 CGMU550914 3 CGMU530815	4SR1 4SR1 4SR1 4SR1	1618	PCS	2	CM	CMDUGDY0225409	H		CMDUGDY02 24618	0VB6E	082833 821833 0821836 821836 082835 821835 082834 821834	MALTA		CMDU	COMPAGNIE MARITIME D-AFFRETEMENT	NORFOLK	VA	23502	5701 LAKE WRIGHT DR	-NOT AVAILABLE-	-NOT AVAILABLE-	BREMERHAVEN
---------- APRU6112262 DESCRIPTION---------- UN 3480 LITHIUM ION BATTERIES, 9 428 PIECES IN 54 FIREBOARD BOXES TOTAL NET MASS: 15887,6 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9 ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS	8/15/2020	Charleston, South Carolina	FORD MOTOR COMPANY, SA DE CV,	RFC FMOB304236CS CALLE GUILLERMO GONZALEZ CAMARENA 1500 PISO 5 SANTA FE, DELEGACI N TE ALVARO OBREG N CIUDAD DE MEXICO, ,	LG CHEM WROC AW ENERGY SP. Z O.O.	LG 1A, BISKUPICE PODGORNE 55-040 KOBIERZYCE POLAND	117278	53308	Bremerhaven	APL NEW JERSEY	Germany	NO MARKS NO MARKS NO MARKS		3	CGMU528402 6 TTNU8682060 SZLU9495270	4SR1 4SR1 4SR1	1376	PCS	1	CM	CMDUGDY0225764	H		CMDUGDY02 24912	0VB6G	0821838 0821837 0821840	LIBERIA		CMDU	COMPAGNIE MARITIME D-AFFRETEMENT	NORFOLK	VA	23502	5701 LAKE WRIGHT DR	-NOT AVAILABLE-	-NOT AVAILABLE-	BREMERHAVEN
---------- APRU6112262 DESCRIPTION---------- UN 3480 LITHIUM ION BATTERIES, 9 428 PIECES IN 54 FIREBOARD BOXES TOTAL NET MASS: 15887,6 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9 ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS	8/18/2020	Charleston, South Carolina	FORD MOTOR COMPANY, SA DE CV,	RFC FMOB304236CS, CALLE GUILLERMO GONZALEZ CAMARENA 1500 PISO 5 SANTA FE, DELEGACI N ALVARO TE OBREG N	LG CHEM WROC AW ENERGY SP. Z O.O.	LG 1A, BISKUPICE PODGORNE 55-040 KOBIERZYCE POLAND	47023	21374	Bremerhaven	APL HOLLAND	Germany	NO MARKS NO MARKS		2	TTNU8507880 CRSU6108811	4SR1 4SR1	512	PCS	0	CM	CMDUGDY0226256	H		CMDUGDY02 25450	0VB6I	0821849 0821850	SINGAPORE		CMDU	COMPAGNIE MARITIME D-AFFRETEMENT	NORFOLK	VA	23502	5701 LAKE WRIGHT DR	-NOT AVAILABLE-	-NOT AVAILABLE-	BREMERHAVEN
---------- CGMU9391830 DESCRIPTION---------- UN 3480 LITHIUM ION BATTERIES, 9 432 PIECES IN S4 FIREBOARD BOXES TOTAL NET MASS: 16977,6KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- CGMU9403416 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 360 PIECES IN 44 FIREBOARD BOXES TOTAL NET MASS: 13223,2KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- CGMU5509143 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 416 PIECES IN 52 FIREBOARD BOXES TOTAL NET MASS: 15433,6KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S ---------- CGMU5284026 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 436 PIECES IN 34 FIREBOARD BOXES (4G) NET MASS: 17134,8 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- TTNU8682060 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 491 PIECES IN 34 FIREBOARD BOXES (4G) NET MASS: 15956,7 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- SZLU9495270 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 449 PIECES IN 34 FIREBOARD BOXES (4G) NET MASS: 15586,3 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- TTNU8507880 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 330 PIECES IN 44 FIREBOARD BOXES (4G) NET MASS: 12969 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS ---------- CRSU6108811 DESCRIPTION----------UN 3480 LITHIUM ION BATTERIES, 9 182 PIECES IN 20 FIREBOARD BOXES (4G) NET MASS: 6389,8 KG PSN: LITHIUM ION BATTERIES (INCLUDING LITHIUMPOLYMER BATTERIES) UN NUMBER: 3480 - IMDG CLASS: 9, ----------GENERIC DESCRIPTION---------- ----------FREIGHT PREPAID CARGO IS STOWED IN A REFRIGERATED CONTAINER SAT THE SHIPPER'S REQUESTED CARRYING TEMPERATUOF 23 DEGREES CELSIUS	8/4/2020	Charleston, South Carolina	FORD MOTOR COMPANY, SA DE CV,	RFC FMOB304236CS CALLE GUILLERMO GONZALEZ CAMARENA, 1500 PISO 5 SANTA FE, DELEGACI N ALVARO	LG CHEM WROC AW ENERGY SP. Z O.O.	LG 1A, BISKUPICE PODGORNE 55-040 KOBIERZYCE POLAND	149103	67774	Bremerhaven	CMA CGM CHATEAU D'IF	Germany	NO MARKS NO MARKS NO MARKS		4	CGMU939183 0 CGMU940341 6 CGMU550914 3 CGMU530815	4SR1 4SR1 4SR1 4SR1	1618	PCS	2	CM	CMDUGDY0225409	H		CMDUGDY02 24618	0VB6E	082833 821833 0821836 821836 082835 821835 082834 821834	MALTA		CMDU	COMPAGNIE MARITIME D-AFFRETEMENT	NORFOLK	VA	23502	5701 LAKE WRIGHT DR	-NOT AVAILABLE-	-NOT AVAILABLE-	BREMERHAVEN

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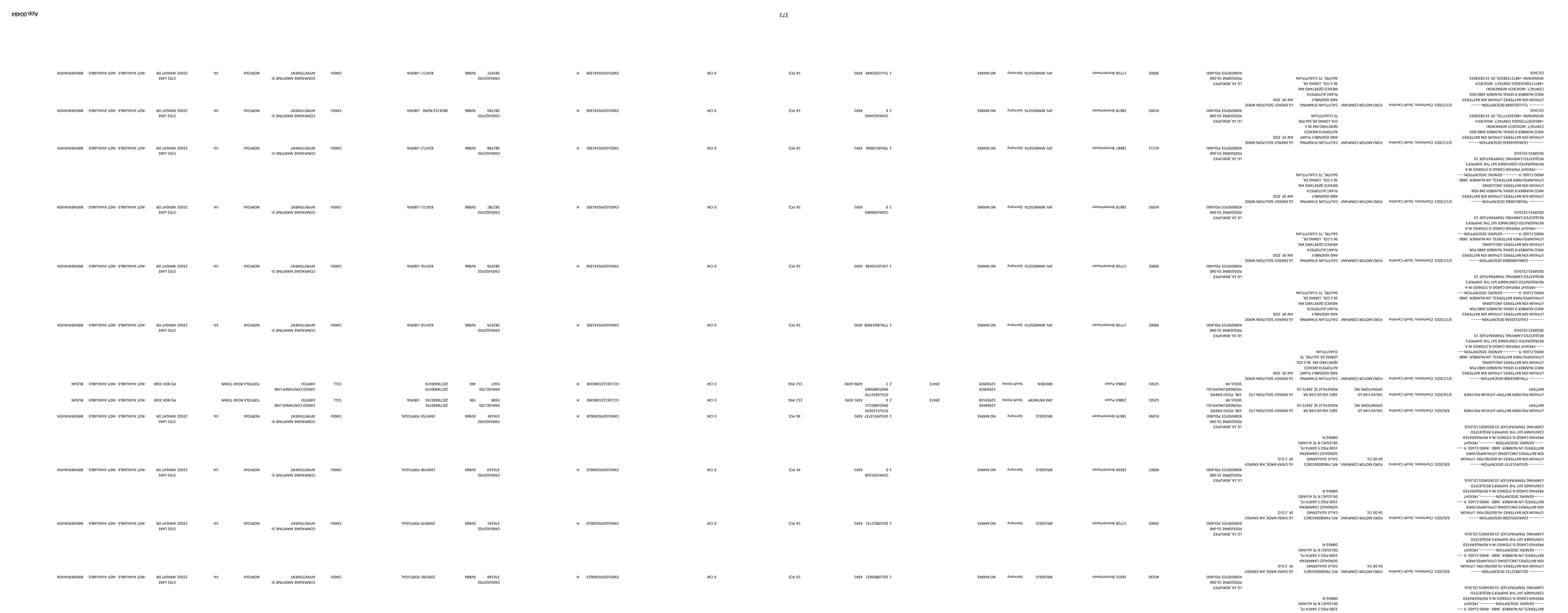
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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Sr., Circuit Court Judge

Appellate Case No. 2022-000346

Reid Fleming,……..…….……Appellant,

v.

LG Chem, Ltd.,……..…….……..Respondent.

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EXHIBIT

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PRODUCT DESCRIPTION	ARRIVAL DATE	US PORT	CONSIGNEE	CONSIGNEE ADDRESS	SHIPPER	SHIPPER ADDRESS	GROSS WEIGHT	GROSS WEIGHT UM	FOREIGN PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	ZIP CODE	NO. OF CONTAINERS	CONTAINER NUMBER	CONTAINER TYPE	QUANTITY	QUANTITY UNIT	MEASUREMENT	MEASUREMENT UNIT	BILL OF LADING	HOUSE VS MASTER	DISTRIBUTION PORT	VOYAGE NUMBER	VESSEL	SHIP REGISTERED IN	IN BOND ENTRY TYPE	CARRIER CODE	CARRIER NAME	CARRIER CITY	CARRIER STATE	CARRIER ZIP	CARRIER ADDRESS	NOTIFY PARTY	NOTIFY ADDRESS	PLACE OF RECEIPT
LITHIUM ION BATTERIES, UN3480, 9 PCN LITHIUM LITHIUM ION BATTERIES, UN3480, 9 PCN LITHIUM LITHIUM ION BATTERIES, UN3480, 9 PCN LITHIUM	4/5/2022	Charleston, South Carolina	BMW MANUFACTURING (USA)	1400 HIGHWAY 101 S, GREER SC 29651, GREER SC 29650 US		/INSTAUCTION 5 L KOBENTRYCE POLOGNE,						NO MARKS NO MARKS NO MARKS			FSCU7139561 SLSU8703263									03031999 03031999				1000 KING STREET WEST SUITE 5700			1400 HIGHWAY 101 S, GREER SC 29650 US		
LITHIUM ION BATTERIES, UN3480, 9 PCN LITHIUM LITHIUM ION BATTERIES, UN3480, 9 PCN LITHIUM	4/11/2022	Charleston, South Carolina	BMW MANUFACTURING (USA)	1400 HIGHWAY 101 S, GREER SC 29651, SPARTANBURG SC 29651 US	LG CHEM WROCLAW ENERGY SP. Z O.O.	KOBENTRYCE 55-100 PI	26901	12246	Stale	PALERA	Germany	NO MARKS	29936	4	SZLU9426660	40HC 40HQ 40HQ	809	BOX	120	CM	ONEYHAMS62268TA01	H		ONEYHAMA 2126X036	019W	03031917 03031917	LIBERIA	ONEY	ONATEL NETWORKS	TORONTO	ON	M5X 1C7	1000 KING STREET WEST SUITE 5700	B&S LOGISTICS	1400 HIGHWAY 101 S, GREER SC 29650 US	HAMBURG, HH
LITHIUM ION BATTERIES UN3480, 9	4/11/2022	Charleston, South Carolina	BMW MANUFACTURING (USA)	1400 HIGHWAY 101 S, GREER SC 29651, GREER SC 29650 US	LG CHEM WROCLAW ENERGY SP. Z O.O.	LG14, BSWJPICE PODGORNE, 55-040 K KOBENTRYCE WP 55-060 PI	19606	8912	Stale	ALBAMA	Germany	FSCU7139118 NC MARKS SEGURS86112 NC MARKS	29651	2	FSCU7139118 SEGU9538411	40HC 40HQ	988	BOX	80	CM	ONEYHAMA62268TA01	H		ONEYHAMA 2126Y003	020W	03031917 03031958	LIBERIA	ONEY	ONATEL NETWORKS	TORONTO	ON	M5X 1C7	1000 KING STREET WEST SUITE 5700	B&S LOGISTICS	150 SOUTHPORT RD, SPARTANBURG SC 29 SPARTANBURG SC 29306 US	HAMBURG, HH
LITHIUM ION BATTERIES UN3480, 9	4/11/2022	Charleston, South Carolina	BMW MANUFACTURING (USA)	1400 HIGHWAY 101 S, GREER SC 29651, GREER SC 29650 US	LG CHEM WROCLAW ENERGY SP. Z O.O.	LG14, BSWJPICE PODGORNE, 55-040 K KOBENTRYCE 55-100 PI	4994	0180	Stale	PALERA	Germany	NO MARKS	29651	1	SZLU9703263	40HC	210	PKG	40	CM	ONEYHAMA64995A021	H		ONEYHAMA 6J99A020	019W	03031958	LIBERIA	ONEY	ONATEL NETWORKS	TORONTO	ON	M5X 1C7	1000 KING STREET WEST SUITE 5700	B&S LOGISTICS	150 SOUTHPORT RD, SPARTANBURG SC 29 GREER SC 29651 US	HAMBURG, HH
----------CSHS1030EBE0 DESCRIPTION---------- LITHIUM ION BATTERIES UN3480, 9 B92760 (HS) LITHIUM ION BATTERIES (NCC) NUMBER: 9 SERIAL NUMBER: 03031 ISSUE CONTACT: WCCSCSCH WSHWWSW0 •••WWWWWWWWW0 •WWWWWWWWW0 ----------GENERIC DESCRIPTION---------- CONSIGNED TO:WWWSW0 •WWWWWWWWW0 •WWWWWWWWW0 •WWWWWWWW

EXHIBIT

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PRODUCT DESCRIPTION	ARRIVAL DATE	US PORT	CONSIGNEE	CONSIGNEE ADDRESS	SHIPPER	SHIPPER ADDRESS	GROSS WEIGHT (LB)	GROSS WEIGHT (KG)	FOREIGN PORT	VESSEL NAME	COUNTRY OF ORIGIN	MARKS & NUMBERS	ZIP CODE	NO. OF CONTAINERS	CONTAINER NUMBER	CONTAINER TYPE	QUANTITY	QUANTITY UNIT	MEASUREMENT	MEASUREMENT UNIT	BILL OF LADING	HOUSE VS MASTER	DISTRIBUTION PORT	MASTER B/L	VOYAGE NUMBER	SEAL	SHIP REGISTERED IN	IN-BOND ENTRY TYPE	CARRIER CODE	CARRIER NAME	CARRIER CITY	CARRIER STATE	CARRIER ZIP	CARRIER ADDRESS	NOTIFY PARTY	NOTIFY ADDRESS	PLACE OF RECEIPT
LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIUM				. 1400 HIGHWAY 101 S,		. INNOWACYJNA 1,						NO MARKS NO			FSCU5738969																					1400 HIGHWAY 101 S, GREER SC		
LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIUM			BMW MANUFACTURING	GREER SC 29651, GREER	LG CHEM WROCLAW ENERGY	BISKUPICE PODGORNE,						MARKS NO			TTNU8305386																	100 KING STREET WEST		29651, GREER SC	
LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIUM	4/4/2020	Charleston, South Carolina	(USA)	SC 29306 US	SP. Z.O.O.	KOBIERZYCE DS 55-040 PL		26941	12246 Stade	PALENA	Germany	MARKS	29306	3	SZLU9686980	4FRO 4FRO 4FRO		809 BOX	120	CM	ONEYHAMA22467A01	H		ONEYHAMA 22467400	013W	0828245 0828247	LIBERIA		ONEY	ORATEL NETWORKS	TORONTO	ON	M5X 1C7	SUITE 5700	BLG LOGISTICS	29306 US	HAMBURG, HH
												FSCUS729118 NO MARKS																									. 150 SOUTHPORT RD,
LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIU				. 1400 HIGHWAY 101 S, GREER SC 29651,		. LG 1A, BISKUPICE									FSCUS729118																	100 KING STREET WEST		SPARTANBURG SC 29	
LITHIUM ION BATTERIES, UN3480, 9 PSN LITHIU	4/11/2020	Charleston, South Carolina	BMW MANUFACTURING (USA)	SPARTANBURG SC 29651 US	LG CHEM WROCLAW ENERGY SP. Z.O.O.	PODGORNE, 55-040 K KOBIERZYCE WIP 55-040 PL		19606	8912 Stade	AL BAHIA	Germany	SEGU9038412 NO MARKS	29651	2	SEGU9038412	4FRO 4FRO		588 BOX	80	CM	ONEYHAMA224954A01	H		ONEYHAMA 22495500	005W	0828397 0828398	LIBERIA		ONEY	ORATEL NETWORKS	TORONTO	ON	M5X 1C7	SUITE 5700	BLG LOGISTICS	SC 29306 US	HAMBURG, HH
																																					. 150 SOUTHPORT RD,
				. 1400 HIGHWAY 101 S,		. LG 1A, BISKUPICE																										100 KING		SPARTANBURG SC	
LITHIUM ION BATTERIES UN3480, 9	6/13/2020	Charleston, South Carolina	BMW MANUFACTURING (USA)	GREER SC 29651, GREER SC 29651 US	LG CHEM WROCLAW ENERGY SP. Z.O.O.	PODGORNE, 55-040 K KOBIERZYCE DS 55-040 PL		6996	3180 Stade	PALENA	Germany	NO MARKS	29651	1	SZLU9701853	4FRO		210 PKG	40	CM	ONEYHAMA639554A01	H		ONEYHAMA 63955400	015W	828392	LIBERIA		ONEY	ORATEL NETWORKS	TORONTO	ON	M5X 1C7	STREET WEST SUITE 5700	BLG LOGISTICS	29 GREER SC 29651 US	HAMBURG, HH
						UL. LG 1A, BISKUPICE																														150 SOUTHPORT
				BOULEVARD BMW NO.		PODGORNE, KOBIE KOBIELE																														RD SPARTANBURG
				655 VILLA DE REYES SLP	LG CHEM WROCLAW ENERGY	WIELKIE LD 55-040									MEDU901401								Greenville-Spartanburg,						61 - Immediate		MSC MEDITTERRANEAN						SC 29306 UNITED
LITHIUM ION BATTERIES	7/15/2020	Charleston, South Carolina	BMW SLP, S.A. DE C.V.	79526 MEXICO	SP Z.O.O	POLAND		11878	5399 Bremerhaven	MSC FLAMINIA	Germany	NO MARKS	79526	1	3		4532	339 BOX	0		MEDUND991364		South Carolina		0275		828273 LIBERIA	Transportation	MEDU	SHIPPING COMPANY SA	GENEVA				BLG LOGISTICS	STATES	BREMERHAVEN

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
REID FLEMING,	)	Civil Action No. 2021-CP-1001663
Plaintiff,	)	**DEFENDANT LG CHEM, LTD.'S MOTION FOR LEAVE TO FILE REPLY MEMORANDUM OF LAW IN FURTHER SUPPORT OF ITS MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION**
vs.	)	
THE PLANET VAPE, LLC;SCECIGARETTE, LLC; LG CHEM, LTD.;	)	
Defendants.	)	

Defendant LG Chem, Ltd. ("LG Chem") respectfully moves this Court for leave to file a brief Reply Memorandum of Law in Further Support of its Motion to Dismiss Plaintiff's Complaint against it for lack of personal jurisdiction, pursuant to South Carolina Rule of Procedure 12(b)(2). A copy of LG Chem's proposed Reply brief and Notice of Supplemental Authority is attached to this Motion as **Exhibit A**.

The Court's electronic notice of hearing on LG Chem's Motion to Dismiss, currently set for January 18, 2022 at 2:30pm via WebEx, instructed that all "memos and briefs are to be submitted no later than January 7, 2022." In compliance with the Court's instructions, LG Chem filed its Memorandum in Support of its Motion to Dismiss for Lack of Personal Jurisdiction on January 7, 2022. Plaintiff also filed his Response in Opposition to LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction on January 7, 2022, in which Plaintiff raised matters that were not raised in Plaintiff's Complaint and included an Affidavit of Counsel with nine supporting Exhibits.

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Pursuant to SCRCP 6(d), LG Chem has filed the Reply Affidavit of Mr. Hwi Jae Lee in further support of its Motion to Dismiss, responding to factual assertions raised in Plaintiff's Opposition Brief and the Affidavit of Chris Moore. LG Chem respectfully requests leave to file a Brief after the date set by the Court for Memoranda (January 7, 2022) to address factual assertions newly raised in Plaintiff's Opposition Brief that were not included in Plaintiff's Complaint.

For these reasons, LG Chem respectfully requests that the Court (1) grant it leave to file its Reply Memorandum of Law in Further Support of its Motion to Dismiss Plaintiff's Complaint and Notice of Supplemental Authority that is attached as **Exhibit A** to this Motion; and (2) grant its Motion to Dismiss Plaintiff's claims against it for lack of personal jurisdiction based on the application of the principles of constitutional due process to the facts of this case.

Respectfully submitted,

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Columbia, South Carolina
January 11, 2022

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EXHIBIT A

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
REID FLEMING,	)	Civil Action No. 2021-CP-1001663
	)	
Plaintiff,	)	
	)	
vs.	)	**DEFENDANT LG CHEM, LTD.'S REPLY MEMORANDUM IN FURTHER SUPPORT OF ITS MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION AND NOTICE OF SUPPLEMENTAL AUTHORITY**
	)	
THE PLANET VAPE, LLC;SCECIGARETTE, LLC; LG CHEM, LTD.;	)	
	)	
Defendants.	)	
	)	

Pursuant to South Carolina Rule of Procedure 12(b)(2), Defendant LG Chem, Ltd. ("LG Chem") respectfully submits this Reply Memorandum of Law in Further Support of its Motion to Dismiss for lack of personal jurisdiction and Notice of Supplemental Authority.

INTRODUCTION

LG Chem respectfully submits the following brief additional argument to address factual matters that were first raised in Plaintiff's opposition brief and were not alleged in Plaintiff's complaint. In particular, Plaintiff now appears to be arguing that LG Chem can be held subject to specific jurisdiction based on the activities of its separate and independent subsidiary, LG Chem America, Inc. ("LGCAI") (which is headquartered in Georgia) even though Plaintiff did not make a single allegation regarding LGCAI in his Complaint.

Plaintiff's Memorandum in Opposition to LG Chem's Motion to Dismiss contains the following misstatements of fact and law:

(1) Plaintiff states that LG Chem has been registered to do business in South Carolina since 2010, when in fact LG Chem has never been registered to do business in South Carolina.

(2) Plaintiff relies on the *Celgard* decision as purported support for his factually incorrect argument (not alleged in his Complaint) that LG Chem distributed lithium ion batteries throughout the United States "through" a subsidiary, when, in fact, the subsidiary is a separate and independent legal entity and its actions cannot be imputed to LG Chem, even if this unsupported assertion were true, which it is not.

(3) Plaintiff relies on the *Celgard* decision as purported support for his factually incorrect argument (not alleged in his Complaint) that LG Chem's subsidiary distributed lithium ion batteries throughout the United States, including in South Carolina, when the *Celgard* court specifically observed that the subsidiary's sales in North Carolina (the state at issue) were limited to petrochemical products.

(4) Contrary to the unsupported inferences Plaintiff seeks to draw from the *Celgard* decision (not alleged in his Complaint), LG Chem's subsidiary LGCAI did not distribute or sell any lithium ion battery cells to anyone in South Carolina and never supplied 18650 battery cells to any vape stores anywhere in the United States.

(5) Finally, Plaintiff relies on the *Celgard* decision to support his "stream of commerce" argument without informing the Court that the *Celgard* court specifically ***rejected*** "stream of commerce" as a basis to exercise personal jurisdiction over LG Chem.

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In addition, Plaintiff now appears to be asking the Court to decide the motion based on matters extraneous to his Complaint, and therefore the Court should also consider LG Chem's uncontested admissible evidence.

Finally, LG Chem respectfully submits as additional persuasive authority a recent decision rendered by the Fourth Circuit Court of Appeals addressing the "relatedness" element of the due process standard for specific jurisdiction in *Wallace v. Yamaha Motors Corp., U.S.A.*, No. 19-2459, 2022 WL 61430 (4th Cir. Jan. 6, 2022).

SUPPLEMENTAL FACTS

On Page 13, Plaintiff's Response incorrectly states that LG Chem has had a Certificate of Authority to do business in South Carolina "through a registered agent, LGCAI." However, the Certificate of Authority attached to Plaintiff's Response as Plaintiff's Exhibit 5 is plainly issued to LG Chem America, Inc., a separate and independent subsidiary, not to LG Chem, Ltd. In addition, LG Chem has never been registered to do business in South Carolina and does not have a registered agent in South Carolina. *See* **Ex. 1**, Supplemental Reply Affidavit of Mr. Hwi Jae Lee (dated 1/11/22) ("Lee Reply Aff.") at ¶ 6.

LG Chem America, Inc. ("LGCAI") is a Delaware corporation with its principal place of business in Atlanta, Georgia. LGCAI is a wholly-owned subsidiary of LG Chem, and it is a separate and independent corporation. It has its own corporate officers who reside near its corporate headquarters in Atlanta, Georgia and manages its own day-to-day activities. (**Ex. 1**, Lee Reply Aff., at ¶¶ 7-8.)

On page 6 of his Opposition, Plaintiff states that his Exhibit 3 shows "984 shipments through the Port of Charleston, with 818 of those shipments co-signed by LGCAI." Plaintiff creates the misimpression that those shipments are lithium ion battery products, when in fact not

a single one of the entries on the 59 page chart attached as Exhibit 3 to Plaintiff's Opposition reflects shipment of any type of lithium ion battery product to anyone in South Carolina. Instead, the shipment descriptions refer to "methyl acrylate", "ethyl hexyl acrylate", "resin ABS", "acrylic acid," and "synthetic rubber", among others, which are petrochemical products, not lithium ion battery products. *See also* Lee Reply Aff., at ¶ 9.

Also on page 6 of his Opposition, Plaintiff states that his Exhibit 4 shows "13 shipments of LG Chem lithium ion batteries went through the Port of Charleston and shipped out to businesses operating in South Carolina." In fact, the chart appears to show a single shipment to a South Carolina entity (a car manufacturer) prior to the date of Plaintiff's alleged incident on May 24, 2018. The chart also appears to show 8 other shipments to the same company in 2019 (after Plaintiff's incident) and 3 shipments on the same post-incident date (December 21, 2018) to a power company in Raleigh, North Carolina. Nothing in Plaintiff's Exhibit 4 supports the inference that the shipments were 18650 lithium ion battery cells. *See also*, Lee Reply Aff. at ¶ 10.

ARGUMENT

I. LG Chem has never been registered to do business in South Carolina, and its independent subsidiary's registration to do business in South Carolina is not relevant to LG Chem's motion to dismiss.

Although Plaintiff argues that "LG Chem has been registered to do business in South Carolina since 2010," the documents attached to his Opposition actually reflect a registration to do business for LGCAI, which is a separate and distinct legal entity, incorporated in Delaware with its principal place of business in Atlanta, Georgia.

Even if LGCAI's contacts could be imputed to LG Chem, which they cannot, registration to do business in South Carolina or having a registered agent does not confer personal jurisdiction over LGCAI. *See* S.C. Code Ann. § 33-15-101 (establishing the requirement that foreign

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corporations transacting business in the state obtain a certificate of authority) & S.C. Reporter's Comments to § 33-15-101, at § 2 ("A corporation can be qualified to do business in South Carolina and have appointed an agent for service of process *but still not be conducting sufficient activities to be subject to suit here*.") (emphasis added); *Builder Mart of Am., Inc. v. First Union Corp.*, 349 S.C. 500, 563 S.E.2d 352 (Ct. App. 2002), *overruled in part on other grounds by Farmer v. Monsanto Corp.*, 353 S.C. 553, 579 S.E.2d 325 (2003) (holding that a North Carolina bank was not subject to personal jurisdiction in South Carolina simply because it had registered with the South Carolina Board of Financial Institutions and appointed an agent for service of process); *see also Fidrych v. Marriott Int'l, Inc.*, 952 F.3d 124, 143 (4th Cir. 2020) (rejecting plaintiff's argument that under S.C. Code § 33-15-105, a non-resident defendant's registration to do business in South Carolina was a consent to personal jurisdiction in this state).

Any other conclusion would be inconsistent with U.S. Supreme Court precedents holding that a corporation is only subject to general jurisdiction where it is "at home", a standard that cannot be satisfied merely by registration to do business or having a registered agent. *See, e.g., Mallory v. Norfolk S. Ry. Co*., No. 3 EAP 2021, 2021 WL 6067172, at *18 (Pa. Dec. 22, 2021) (finding **unconstitutional** in light of *Daimler* Pennsylvania's business registration statute which – unlike South Carolina's statute – required a company to consent to general jurisdiction as a condition to business registration).

In addition, Plaintiff has not alleged or offered any additional facts that could satisfy his heavy burden to show that LGCAI is an alter ego of LG Chem for purposes of imputing contacts, and there are none, as set forth in the Supplemental Reply Affidavit of Hwi Jae Lee. *See generally* **Ex. 1**, Reply Lee Aff., ¶¶ 7-8; *Black Magic, LLC v. Hartford Fin. Servs. Grp., Inc*., No. 2:20-CV-1743-BHH, 2021 WL 964969, at *5 (D.S.C. Mar. 15, 2021); *J.R. v. Walgreens Boots All., Inc.*,

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470 F. Supp. 3d 534, 549 (D.S.C. 2020); *Fitzhenry v. One on One Mktg. LLC*, No. 2:14-CV-4782-DCN, 2015 WL 4459023, at *5 (D.S.C. July 21, 2015).

II. LGCAI did not distribute 18650 battery cells throughout the United States, never supplied 18650 battery cells to retail vape stores, and never sold any 18650 battery cells to anyone in South Carolina.

Contrary to Plaintiff's unsupported factual assertions – not pled in his Complaint – regarding the purported activities of LG Chem's subsidiary, in fact LGCAI did not distribute LG Chem's 18650 lithium ion battery cells throughout the United States. LGCAI did not supply retail vape stores with 18650 battery cells (in South Carolina or anywhere else) and never sold 18650 battery cells (or any lithium ion batteries) to anyone in South Carolina – facts Plaintiff ignores even though they were put in evidence in the other South Carolina cases Plaintiff raises in his Complaint and Opposition Brief. *See* **Exhibit 2**, Affidavit of HyunSoo Kim at ¶ 10, filed in *Nicholas Keith Roberts v. The Planet Vape, LLC, et al.*, Case. No. 2020-CP-1000912 (Ct. Comm. Pleas, Charleston Cnty., April 2, 2020); **Exhibit 3**, Affidavit of HyunSoo Kim at ¶ 10, filed in *Eric "Chase" Williamson v. Pirate's Cove Vapor Lounge, LLC, et al.*, Case No. 2019-CP-0702270 (Ct. Comm. Pleas, Beaufort Cnty., March 31, 2020) (stating that LGCAI's business is primarily selling and distributing "various petrochemical materials and products including ABS resin, Engineered Plastic (EP), Rubbers, Acrylate, Super Absorbent Polymer (SAP), and Specialty Polymers" and that LGCAI earned no revenue from sales of 18650 battery cells in South Carolina).

To the extent Plaintiff attempts to rely on the *Celgard* court's decision to support his factually untrue statements, he ignores that part of the *Celgard* Order addressing LGCAI's business activities in North Carolina – which were exclusively related to sales of petrochemicals and not related to the allegedly infringing lithium ion batteries at issue in that case. *See Celgard,*

LLC v. LG Chem, Ltd., No. 3:14-CV-00043-MOC-DC, 2015 WL 2412467, at *26 (W.D.N.C. May 21, 2015).

Other plaintiffs and courts have dismissed LGCAI from other similar lawsuits after recognizing that LGCAI could not possibly have been involved in supplying vape stores with 18650 battery cells for sale to consumers as standalone, replaceable batteries. *See, e.g., Durham v. LG Chem, Ltd. et al*, No. 1:20-CV-01277-SDG, 2021 WL 1573899, at *2 (N.D. Ga. Apr. 22, 2021) *consolidated appeal filed* (dismissing LG Chem, Ltd. from five Georgia lawsuits for lack of personal jurisdiction and declining to transfer cases to other jurisdictions based on the plaintiffs' failure to establish personal jurisdiction in the transferee forums, the court also recognized that the plaintiffs in those cases had voluntarily dismissed LGCAI with prejudice because LGCAI "did not sell, manufacture, or distribute the batteries at issue in this litigation during the relevant time period.")

Therefore, to the extent Plaintiff attempts to show (by factually unsupported arguments raised in his Opposition Brief – not pled in his complaint and not supported by any evidence) that this case is like *Sumatra* because LG Chem purportedly distributed its batteries to consumers throughout the United States, including South Carolina, "through" its subsidiary acting as a distributor, the exact opposite is true.

III. The *Celgard* court rejected the exact "stream of commerce" argument Plaintiff makes here, and here LG Chem did not have any suit-related contacts with a South Carolina entity, which was the basis for the *Celgard* court's decision.

Plaintiff also relies on *Celgard* to highlight the legally irrelevant fact that LG Chem supposedly "made representations" in an unrelated action that it "targeted the U.S. market in the sale of lithium-ion batteries." (Plf.'s Opp'n at 5.)

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Celgard was a patent infringement action that did not involve personal injury claims and had nothing whatsoever to do with consumers who acquired 18650 lithium ion battery cells from vape stores or misused them as standalone, replaceable batteries.

Importantly, the court in *Celgard* expressly rejected "stream of commerce" as a basis to exercise personal jurisdiction over LG Chem in that case. 2015 WL 2412467, at *24–25. Instead, the Court exercised specific jurisdiction over LG Chem based on its conclusion that the plaintiff's state law claims arose out of LG Chem's direct contacts with a North Carolina commercial entity in the course of a seven-year contractual relationship for the licensing and supply of material for a "separator" used in the manufacture of batteries for electronic devices and electric vehicles. *See* 2015 WL 2412467, at *19–21.

Here, LG Chem's evidence filed in support of its Motion to Dismiss establishes that it lacks suit-related contacts with South Carolina. Plaintiff's conclusory allegations regarding "lithium ion batteries" generally, and failure to plead or prove facts showing any connection between LG Chem's alleged contacts with South Carolina and Plaintiff's claims, are dispositive of the jurisdictional issue.

Just last week, the Fourth Circuit Court of Appeals addressed the "relatedness" element of the specific jurisdiction test, finding jurisdiction lacking over Yamaha, despite its extensive business in South Carolina (maintaining 106 authorized dealerships, sponsoring product demonstrations, marketing and advertising its products to consumers, offering extended service contracts to consumers for its products, and distributing the same make and model as the subject motorcycle in this state to consumers) because the plaintiff's claims were unrelated to those contacts. *Yamaha*, 2022 WL 61430, at *4–5. Here, although the Plaintiff purchased and used the subject battery in the state, LG Chem's evidence that it never served a consumer market in South

Carolina for standalone 18650 battery cells is uncontroverted, and dispositive of the jurisdictional issue because the "relatedness" element of the due process analysis cannot be satisfied.

IV. LG Chem's Motion to Dismiss, unlike Plaintiff's Complaint, is supported by concrete and specific evidence.

Finally, Plaintiff asserts that LG Chem's Motion to Dismiss is supported by an Affidavit of conclusory, legal statements. To the contrary, LG Chem's Motion is supported by the Affidavit of a knowledgeable witness who set forth concrete and specific facts. In particular, Mr. Lee attests that he worked at LG Chem for five years before LG Chem spun its battery business off in December 2020 and that his area of job responsibility included sales of battery packs and small application battery cells, including 18650 cylindrical lithium ion battery cells. Mr. Lee attests to the specific purpose for which LG Chem designed, manufactured, and sold its 18650 battery cells and specifically attests that LG Chem never did any business with the retailers that sold 18650 battery cells to Plaintiff as standalone consumer products and never authorized anyone to supply its 18650 cells (an industrial component product designed to be incorporated with protective circuity in a battery pack) to individual consumers as a standalone, replaceable battery.

Indeed, while Mr. Lee's Affidavit is not "conclusory," Plaintiff's complaint is. Plaintiff's complaint studiously avoids making any allegation regarding the sale or distribution of 18650 battery cells. Plaintiff does not and could not in good faith allege that LG Chem was distributing 18650 battery cells to South Carolina consumers as standalone batteries, either directly or through engagement of a distributor [in sharp contrast to the Indonesian cigarette manufacturer in *State v. NV Sumatra Tobacco Trading, Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008)].

Nothing in the exhibits attached to Plaintiff's complaint contradict this evidence. In fact, in the 59 pages of "import records" (which are unauthenticated hearsay, and inadmissible in any

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event) [1] attached to Plaintiff's Opposition Brief as Exhibit 3 and the single page at Exhibit 4, there is not a single entry that reflects shipment of 18650 battery cells to ***anyone*** in South Carolina. *See also*, **Ex. 1**, Reply Lee Aff., at ¶¶ 9-10.

Plaintiff repeatedly refers this Court to decisions of other South Carolina trial courts in other cases involving similar claims, but avoids any reference to the particular product at issue in those cases – 18650 lithium ion battery cells. For the reasons set forth in LG Chem's Memorandum in Support of its Motion to Dismiss, the decisions in those other cases, respectfully, were inconsistent with the requirements of constitutional due process. In addition, the complaints in those cases were not identical to the complaint in this case, and it is well-established that each case must be decided on its own facts. *See Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005).

Here, the conclusory allegations of Plaintiff's complaint are legally insufficient to set forth a prima facie case of jurisdiction, and LG Chem's admissible and uncontroverted evidence establishes that Plaintiff cannot meet his burden of proof on the issue of personal jurisdiction.

In deciding the Motion, the Court is not limited to the allegations of the Complaint and, respectfully, should consider LG Chem's admissible evidence – particularly now that Plaintiff has chosen to put in facts rather than relying strictly on the allegations of his Complaint. *See Hidria,*

[1] *See* S.C. R. Evid. 901, Note (citing *State v. Jeffcoat*, 279 S.C. 167, 303 S.E.2d 855 (1983)); *see also State v. Anderson*, 386 S.C. 120, 126, 687 S.E.2d 35, 38 (2009) ("The analysis regarding the admissibility . . . involves a two-prong approach. . . . If a hearsay exception is applicable, then the next consideration in assessing admissibility is authentication."). Beyond a lack of foundation and authentication, the exhibits to Plaintiff's affidavits and memorandum are inadmissible hearsay even if they were relevant, which they are not. Thus, relying on Plaintiff's exhibits would be error. *See Yarborough & Co. v. Schoolfield Furniture Indus., Inc.*, 275 S.C. 151, 153, 268 S.E.2d 42, 43 (1980) (finding that the court lacked personal jurisdiction and stating that plaintiff's counsel's affidavits were "conclusory in nature and based almost entirely on hearsay. We hold that they should have been excluded from the trial court's consideration").

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USA, Inc. v. Delo, 415 S.C. 533, 538, 783 S.E.2d 839, 841 (Ct. App. 2016); *Power Prod. & Servs. Co. v. Kozma*, 379 S.C. 423, 428, 665 S.E.2d 660, 663 (Ct. App. 2008); *Grant v. Lowe's Home Centers LLC*, No. 9:20-CV-00764-DCN, 2020 WL 1494070, at *3 (D.S.C. Mar. 27, 2020).

Plaintiff has the burden of proof and has not offered any facts that could support a finding that LG Chem engaged in contacts with South Carolina related to the Plaintiff's claims. Therefore, constitutional due process is not satisfied, and LG Chem should be dismissed from this action

CONCLUSION

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,

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Attorneys for Defendant LG Chem, Ltd.

Columbia, South Carolina
January 11, 2022

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EXHIBIT 1

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[별지 제41호서식]

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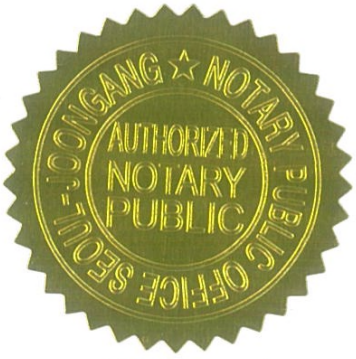
(전화) 02-3478-8200
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Registered No. 2022 - 74

NOTARIAL CERTIFICATE



NOTARY PUBLIC OFFICE
SEOUL-JOONGANG

floor 14 Sinsong Bldg
67, yeouinaru-ro, yeongdeungpo-gu, Seoul, Korea

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보존용지(1종) 70g/㎡

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
REID FLEMING,	)	Civil Action No. 2021-CP-1001663
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
THE PLANET VAPE, LLC; SCECIGARETTE, LLC; LG CHEM, LTD.	)	
	)	
Defendants.	)	

REPLY AFFIDAVIT OF HWI JAE LEE
IN FURTHER SUPPORT OF DEFENDANT LG CHEM, LTD.'S
MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION

Personally appeared before me, Hwi Jae Lee, who first being duly sworn, deposes and says as follows:

1. I am over the age of eighteen and am competent to testify to the matters contained in this Affidavit.

2. This Reply Affidavit is submitted in further support of LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction, and I have been authorized by LG Chem, Ltd. ("LG Chem") to execute this Affidavit for this purpose.

3. 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 applicable business records.

4. I was employed by LG Chem from 2015 until LG Chem spun-off its battery division to LG Energy Solution, Ltd. My area of responsibility while employed by LG Chem

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from 2015 until November 30, 2020 included sales of battery packs and small application battery cells, including 18650 cylindrical lithium ion battery cells. After November 30, 2020, I became employed by LG Energy Solution, Ltd., and my area of job responsibility remained the same.

5. I have reviewed Plaintiff's Response in Opposition to LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction ("Plaintiff's Response") and the Affidavit of Chris Moore ("Moore Affidavit) and Exhibits 1-9 attached to the Moore Affidavit.

6. On Page 13, Plaintiff's Response incorrectly states that LG Chem has had a Certificate of Authority to do business in South Carolina "through a registered agent, LGCAI. . . ." LG Chem has never been registered to do business in South Carolina and does not have a registered agent in South Carolina. I have also reviewed Exhibit 5 to the Moore Affidavit, and can see that it is a Certificate of Authority issued to LG Chem America, Inc., not to LG Chem, Ltd.

7. LG Chem America, Inc. ("LGCAI") is a Delaware corporation with its principal place of business in Atlanta, Georgia. Before the November 30, 2020 spin-off of LG Chem's battery division, LGCAI was a wholly-owned subsidiary of LG Chem Michigan, Inc., which was in turn a wholly-owned subsidiary of LG Chem. As part of the spin-off transaction, LGCAI became a wholly-owned subsidiary of LG Chem. Before and after the spinoff, LGCAI had and has its own corporate officers who reside near its corporate headquarters in Atlanta, Georgia.

8. Before the spin-off transaction, LG Chem maintained a separate and independent corporate existence from LGCAI. LG Chem did not manage or control the day-to-day activities of LGCAI. LGCAI kept its own separate bank accounts and business records. LGCAI paid and managed its own employees. It is my understanding that LG Chem would maintain the same corporate separateness from LGCAI after the spin-off.

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9. I have reviewed Exhibit 3 to the Moore Affidavit. On page 6 of Plaintiff's Response, he states that his Exhibit 3 shows "984 shipments through the Port of Charleston, with 818 of those shipments co-signed by LGCAI." I am unfamiliar with the format of this chart at Exhibit 3 and cannot verify the accuracy of the information contained therein. However, I have reviewed the chart and have not identified a single entry that appears to show a shipment of 18650 lithium ion battery cells to anyone in South Carolina. In fact, from my review of Exhibit 3, I do not see a single product shipment description that appears to identify any type of lithium ion battery product. The product descriptions that refer to "methyl acrylate", "ethyl hexyl acrylate", "resin ABS", "acrylic acid," and "synthetic rubber", for example, are not descriptions of lithium ion battery products. I am not aware of LGCAI ever consigning any shipment of any type of lithium ion battery products for delivery to anyone in South Carolina.

10. I have reviewed Exhibit 4 to the Moore Affidavit. On page 6 of Plaintiff's Response, he states that his Exhibit 4 shows "13 shipments of LG Chem lithium ion batteries went through the Port of Charleston and shipped out to businesses operating in South Carolina." I am unfamiliar with the format of this chart at Exhibit 4 and cannot verify the accuracy of the information contained therein. However, I have reviewed the chart and have not identified a single entry that appears to show a shipment of 18650 lithium ion battery cells to anyone in South Carolina. Instead, the chart appears to show: 3 shipments on December 21, 2021 to a company located in Raleigh, North Carolina; 1 shipment on April 4, 2021 to a company located in Ridgeville, South Carolina; and 9 shipments in 2019 to the same company located in Ridgeville, South Carolina. Based on my review of LG Chem's sales records and my knowledge regarding LG Chem's customers for its 18650 lithium ion battery cells, I can verify that LG Chem did not ship 18650 lithium ion battery cells to the companies listed on Plaintiff's Exhibit 4 on those dates.

Confidential
HQ/dianashin

I, Hwi Jae Lee, hereby declare under penalty of perjury that the foregoing statements made by me are true and correct.

FURTHER AFFIANT SAYETH NOT.

Executed this 11th day of January, 2022.

Hwi Jae Lee

SWORN to and subscribed before me

This 11th day of January, 2022.

SONG JUNKIL (L.S.)

Notary Public for SEOUL JOONGANG NOTARY PUBLIC OFFICE

My Commission Expires: 2030. 04. 16

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Confidential

HQ/dianashin

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(전화) 02-3478-8200
(팩스) 02-3478-5544

등부 2022 년 제 74호

Registered No. 2022-74

인 증

NOTARIAL CERTIFICATE

위 진술서----------
에 기재된 이휘재----------

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

HWI JAE LEE----------

---
personally appeared before me and admitted his(her) subscription to the attached AFFIDAVIT.----------
---

2022년 01월 11일
이 사무소에서 위 인증한다.

This is hereby attested on this 11th day of Jan. 2022 at this office.

서울중앙 공증인 합동사무소

서울남부지방검찰청 소 속

서울 영등포구 여의나루로 67
(여의도동, 신송빌딩) 1401호

NOTARY PUBLIC OFFICE SEOUL-JOONGANG

Seoul Southern
District Prosecutor's Office

floor 14 Sinsong Bldg

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

공증인
송 준 길

Signature of the Notary Public
Song Jun kil

본 사무소는 인가번호 제172호에 의거하여 2020년 04월 17일 법무부 장관으로부터 공증인 업무를 행할 것을 인가 받았다.

This office has been authorized by the Minister of Justice, the Republic of Korea, to act as Notary Public Since 17. Apr. 2020 Under Law No.172.

210mm X 297mm
보존용지(1종) 70g/㎡

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EXHIBIT 2

ELECTRONICALLY FILED - 2022-04-01 12:29 PM - CHARLESTON - COMMON PLEAS - CASE#2020CP1000912

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	
NICHOLAS KEITH ROBERTS,	)	Civil Action No. 2020-CP-1000912
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF HYUNSOO KIM**
	)	
THE PLANET VAPE, LLC, ECIG CHARLESTON, LLC, LG CHEM, LTD., LG CHEM AMERICA, INC., and JOYETECH USA, INC.	)	
	)	
Defendants.	)	

Personally appeared before me, HyunSoo Kim, who first being duly sworn, deposes and says:

1. I am over the age of eighteen (18) and am competent to testify to the matters contained in this Affidavit.

2. I am the Compliance Manager and authorized representative for LG Chem America, Inc. ("LGCAI"). I have personal knowledge of the facts described in this Affidavit, and I have been authorized by LGCAI to make 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 the business records of LGCAI.

3. This Affidavit is submitted in support of LGCAI's Motion to Dismiss for Lack of Personal Jurisdiction, and I have been authorized by LGCAI to execute this Affidavit for this purpose.

4. LGCAI primarily sells and distributes various petrochemical materials and products including ABS resin, Engineered Plastic (EP), Rubbers, Acrylate, Super Absorbent Polymer (SAP), and Specialty Polymers. LGCAI does not have any manufacturing plants.

5. LGCAI is a Delaware incorporated entity with its principal place of business in the

ELECTRONICALLY FILED – 2022-Apr-01 12:29 PM – CHARLESTON – COMMON PLEAS – CASE#2022CP1000653

State of Georgia. It was incorporated in the State of Delaware on March 1, 2009.

6. LGCAI does not own, lease, rent, purchase, or control any property in the State of South Carolina.

7. LGCAI does not maintain a bank account in the State of South Carolina.

8. LGCAI does not maintain a mailing address, telephone number, or telefax number in the State of South Carolina.

9. LGCAI has no employees that reside or work in the State of South Carolina.

10. From 2009 to 2018, LGCAI generated approximately 1.3% of its total sales by activities in South Carolina. None of this revenue was generated by the sale of 18650 lithium-ion battery cells in South Carolina. Instead, LGCAI's sales in the State of South Carolina are limited to petrochemical products.

11. Plaintiff Nicholas Keith Roberts alleges he was injured on or about March 21, 2019, when a lithium-ion battery he was transporting in his pocket allegedly exploded and caught fire. (Compl., ¶¶ 1, 24–25.) Plaintiff identifies the subject battery as an "LG Brown Hg2 INR 18650 3000mAh 3.7V" battery. (Compl., ¶ 9.) Plaintiff alleges he purchased the subject battery from Defendant The Planet Vape, LLC, to use in his e-cigarette device. (Compl., ¶¶ 20–21.) Plaintiff also alleges that he purchased a "Joyetech USA Inc.[] Eleaf Aster mod" from Defendant ECig Charleston, LLC. (Compl., ¶¶ 13, 22.)

12. If the subject battery identified in Plaintiff's Complaint is, in fact, an LG brand 18650 lithium-ion cell, the cell could not have been manufactured by LGCAI, as LGCAI does not have any manufacturing plants.

13. Plaintiff alleges that the retailer of the subject battery is Defendant The Planet Vape, LLC ("Planet Vape"), a South Carolina company with its principal place of business in Charleston County, South Carolina. (Compl., ¶¶ 9, 20–21.) LGCAI has never conducted any business with Planet Vape. LGCAI does not direct or control the actions of Planet Vape, and never authorized Planet Vape to advertise, distribute, or sell LG-brand 18650 lithium-ion cells for use by individual consumers as standalone, replaceable, rechargeable batteries in e-cigarette devices.

ELECTRONICALLY FILED – 2022-Apr-01 12:29 PM – CHARLESTON – COMMON PLEAS – CASE#2022CP1000653

14. Plaintiff alleges that the retailer of the e-cigarette equipment he was carrying in his pocket, a "Joyetech USA Inc.[] Eleaf Aster mod," is Defendant ECig Charleston, LLC ("E-Cig"), a South Carolina company with its principal place of business in Charleston County, South Carolina. (Compl., ¶¶ 13, 22.) LGCAI has never conducted any business with E-Cig. LGCAI does not direct or control the actions of E-Cig, and never authorized E-Cig to advertise, distribute, or sell LG-brand 18650 lithium-ion cells for use by individual consumers as standalone, replaceable, rechargeable batteries in e-cigarette devices.

15. Plaintiff alleges that the seller, importer, and distributor of the e-cigarette equipment he was carrying in his pocket, a "Joyetech USA Inc.[] Eleaf Aster mod," is Defendant Joyetech USA, Inc. ("Joyetech"), a California company. (Compl., ¶¶ 14–15.) LGCAI has never conducted any business with Joyetech. LGCAI does not direct or control the actions of Joyetech, and never authorized Joyetech to advertise, distribute, or sell LG-brand 18650 lithium-ion cells for use by individual consumers as standalone, replaceable, rechargeable batteries in e-cigarette devices.

16. LGCAI has never distributed, advertised, or sold any lithium-ion cell for use by individual consumers as standalone, replaceable, rechargeable batteries in electronic cigarette devices in South Carolina or anywhere, and 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 devices.

Further Affiant Sayeth Naught.

I, HyunSoo Kim, 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 31st day of March, 2020.

HyunSoo Kim

SWORN to and subscribed before me

this 31 day of March, 2020.

_____(L.S.)

Notary Public for Forsyth County, GEORGIA

My Commission Expires: June 17, 2023



ELECTRONICALLY FILED – 2022/2 Apr 2021 12:29 PM – CHARLESTON – COMMON PLEAS – CASE#2022CP1000653

ELECTRONICALLY FILED - 2022 Jan 11 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

EXHIBIT 3

EFILED IN COMMON PLEAS COURT BEAUFORT COUNTY SC 2020 Jan 13 2:43 PM CASE # 2019CP0702270

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	FOURTEENTH JUDICIAL CIRCUIT
	)	
ERIC "CHASE" WILLIAMSON,	)	Civil Action No. 2019-CP-0702270
	)	
Plaintiff,	)	
	)	
vs.	)	**AFFIDAVIT OF HYUNSOO KIM**
	)	
PIRATE'S COVE VAPOR LOUNGE, LLC; LG CHEM CO. LTD.; & LG LG CHEM AMERICA INC.	)	
	)	
Defendants.	)	
	)	

Personally appeared before me, HyunSoo Kim, who first being duly sworn, deposes and says:

1. I am over the age of eighteen (18) and am competent to testify to the matters contained in this Affidavit.

2. I am the Compliance Manager and authorized representative for LG Chem America, Inc. ("LGCAI"). I have personal knowledge of the facts described in this Affidavit, and I have been authorized by LGCAI to make 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 the business records of LGCAI.

3. This affidavit is submitted in support of LGCAI's Motion to Dismiss LG Chem America, Inc. for Lack of Personal Jurisdiction.

4. LGCAI primarily sells and distributes various petrochemical materials and products including ABS resin, Engineered Plastic (EP), Rubbers, Acrylate, Super Absorbent Polymer (SAP), and Specialty Polymers. LGCAI does not have any manufacturing plants, and it focuses on sales and/or distribution only.

5. LGCAI is a Delaware incorporated entity with its principal place of business in the State of Georgia. It was incorporated in the State of Delaware on March 1, 2009.

6. LGCAI does not own, lease, rent, purchase, or control any property in the State of South Carolina.

7. LGCAI does not maintain a bank account in the State of South Carolina.

8. LGCAI does not maintain a mailing address, telephone, or telefax number in the State of South Carolina.

9. LGCAI has no employees who reside or work in South Carolina.

10. From 2009 to 2018, LGCAI generated approximately 1.3% of its total sales from activities in South Carolina. None of this revenue was generated by the sales of 18650 battery cells in South Carolina. Instead, LGCAI's sales in the State of South Carolina are limited to petrochemical products.

11. Plaintiff Eric "Chase" Williamson alleges he was injured while carrying two "LG HG2 18650 lithium-ion batteries." Amended Compl., ¶¶ 25, 28–29. If the subject batteries identified in Plaintiff's Amended Complaint are, in fact, LG brand 18650 lithium-ion cells, the cells could not have been manufactured by LGCAI, as LGCAI does not have any manufacturing plants.

12. Plaintiff alleges that he purchased the subject batteries from Defendant Pirate's Cove Vapor Lounge, LLC to use in his vaping device. Amended Compl., ¶¶ 25, 28–29. Plaintiff alleges that the subject batteries were "imported and distributed" by Defendant D&A Distribution, LLC d/b/a Strictly E-Cig, a Georgia limited liability company with its principal place of business in Savannah, Georgia. *Id.*, ¶¶ 6, 25.

13. LGCAI has never conducted any business with Pirate's Cove Vapor Lounge or D&A Distribution, LLC d/b/a Strictly E-Cig, and does not direct or control their actions. LGCAI has never authorized Pirate's Cove Vapor Lounge or D&A Distribution, LLC d/b/a Strictly E-Cig to distribute or sell LG-brand lithium-ion cells for any purpose.

14. LGCAI has never distributed, advertised, or sold any lithium-ion cell for use by individual consumers as standalone, replaceable, rechargeable batteries in electronic cigarette devices, and 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 devices.

I, HyunSoo Kim, 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 24 day of March, 2020.

HyunSoo Kim

SWORN to and subscribed before me

this 24 day of March, 2020.

_____(L.S.)

Notary Public for Forsyth County, Georgia

My Commission Expires: June 17, 2023

SEOUNG MIN PARK NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES JUNE 17, 2023

EFILED IN OFFICE CLERK OF COURT 2/2/2021 1:32:43 PM FORSYTH COUNTY, GEORGIA CASE# 20CV00663

ELECTRONICALLY FILED - 2022 Feb 17 6:33 PM - CHARLESTON - COMMON PLEAS - CASE#2021CP1001663

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Reid Fleming, Plaintiff, v. The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem Ltd.; John Doe Distributor #1; John Doe Distributor #2; and John Doe Distributor #3, Defendants.	IN THE COURT OF COMMON PLEAS C/A no. 2021-CP-1001663 **PLAINTIFF'S MOTION TO RECONSIDER**

On February 7, 2022, the Court entered an order granting LG Chem Ltd.'s motion to dismiss plaintiff's complaint for lack of personal jurisdiction. Plaintiff's respectfully seek reconsideration of that order under Rule 59(e), SCRCP. The reason for this request is that the Court's order is in error for two reasons: (1) it is based on a misunderstanding and / or misrepresentations of fact regarding LG Chem Ltd.'s products and LG's South Carolina contacts; and (2) it effectively leaves plaintiff with no forum in which to seek recourse against the entity that manufactured the product that harmed him.

I. Items for reconsideration

This matter was heard by the Court on January 18, 2022 via video hearing. In LG Chem's briefs and during the course of the hearing two points were repeatedly emphasized by Defendant LG Chem, Ltd. Those were (1) that plaintiff failed to show any suit-related contacts between LG Chem and South Carolina and (2) that LG Chem does not distribute any 18650 battery cells for use in e-cigarettes. The Order, drafted by counsel for LG Chem, highlights these points as a basis for the dismissal of the claims against LG Chem. For example, the Order finds that the import records submitted by plaintiff do not "reflect shipment of 18650 lithium ion cells to anyone in

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South Carolina . . . ." Order at 6. Similarly, the Order finds, based on representations by LG Chem, that "LG Chem did not design, manufacture, distribute, advertise, or sell its 18650 battery cells to or for use by consumers, in South Carolina or anywhere else . . . ." Order at 8. This last statement was the basis for the Order distinguishing the present case from *Sumatra* and its stream of commerce analysis. Both of these findings are in error.

First, plaintiff submitted records reflecting over ***fifty*** individual shipments of "LITHIUM ION BATTERIES" to businesses located within South Carolina. *See* Decl. of Bonenfant, App'x. A, App'x B, electronically filed Jan. 11, 2022. For a small example:

LITHIUM ION BATTERY	3/3/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	26752 (LBS.)

Id. at Appendix A (shipments from LG Chem to S.C.), at row 1010

LITHIUM ION BATTERY	4/13/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	26752 (LBS.)
LITHIUM ION BATTERY	4/13/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	26752 (LBS.)
LITHIUM ION BATTERY	4/13/2019	Charleston, South Carolina	VOLVO CAR US OPERATIONS INC	1801 VOLVO CAR DR RIDGEVILLE SC 29472 US	26752 (LBS.)

Id. at rows 1045-1047.

Despite LG Chem's bald assertion that these are not similar to the subject product, the records to not bear this out one way or another. And, to be sure, the product at issue for purposes of this analysis is a lithium ion battery – regardless of form factor. Based on these records alone, it is clear LG Chem is doing substantial lithium-ion battery sales and business with companies in South

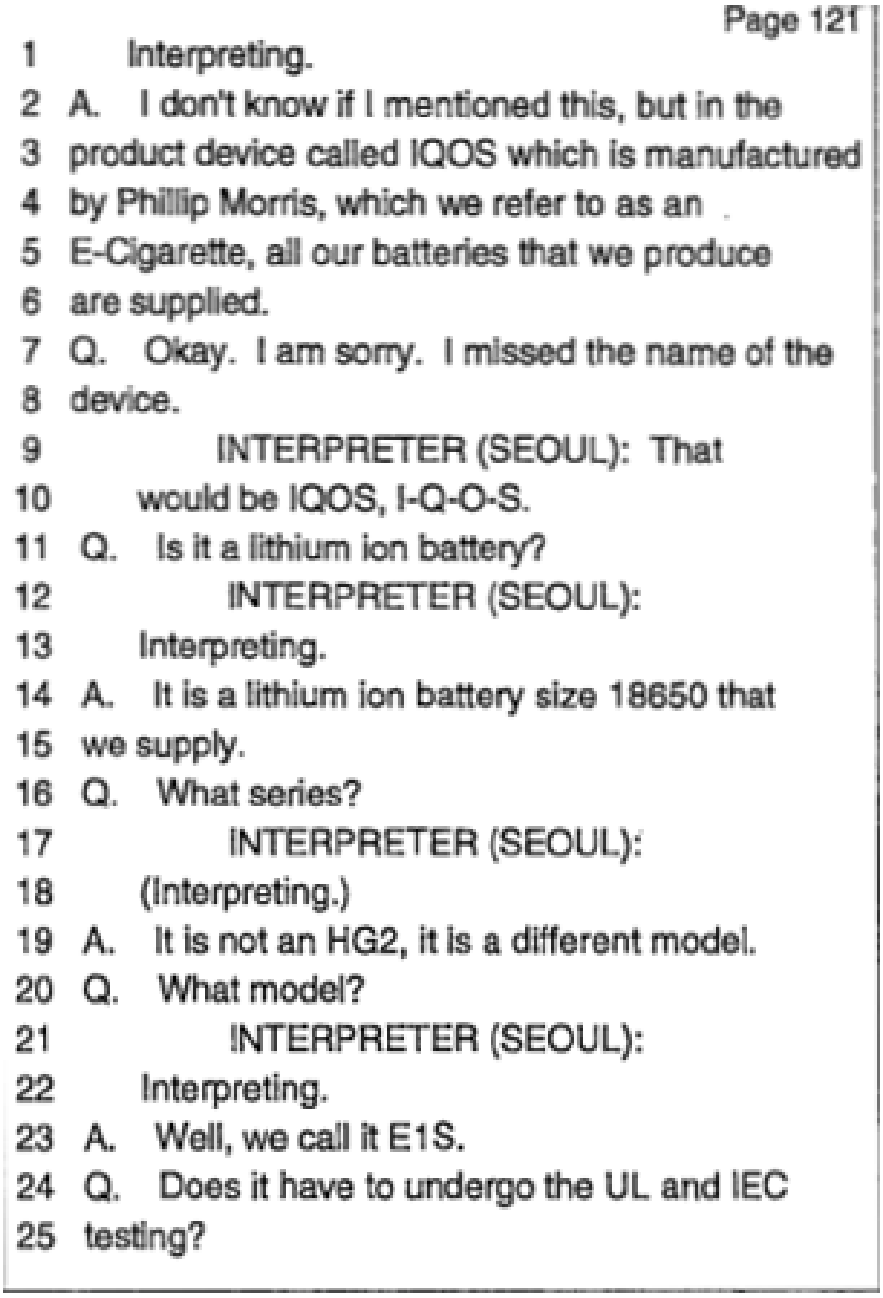
Carolina. As the parties have not conducted any merits or jurisdiction based discovery at this point, plaintiff is unable to determine whether these shipments contain the *exact* product at issue in this case. But clearly LG Chem is directing substantial lithium ion battery sales to South Carolina which is more than enough to exercise jurisdiction over them where a South Carolina resident is harmed by one of LG's lithium ion batteries.

Second, the Court's Order – and LG's argument – relies in large part on LG's repeated argument that LG Chem did not design or manufacture any 18650 batteries for use by consumers or with e-cigarette products. This is not true. LG Chem Ltd. designs, manufactures, and distributes an 18650 lithium ion battery that LG Chem ***supplies to Phillip Morris for use in its IQOS e-cigarettes***. *See* Ex. A – Deposition of Joon Young Shin in *Bills v. Dixie's Vapor Shop, LLC, et al.*, State Court of Cobb County, Georgia, No. 17-A-773, Sept. 12, 2018 (redacted version); p.120-121. LG Chem, Ltd.'s employee (and frequent Rule 30(b)(6) witness), "Alex" Shin, testified in a Georgia case involving substantially similar allegations as here, that LG Chem Ltd. supplies an 18650 battery directly to Phillip Morris for use in a vaping device called an IQOS:

Q. Okay. Does LG Chem design or sell any batteries that are intended for use in E-Cigarettes?
INTERPRETER (SEOUL): Interpreting.
A. We are not in that kind of business.
Q. So the answer is no, LG Chem does not manufacture, design, or sell lithium ion batteries for use in E-Cigarettes, right?
INTERPRETER (SEOUL):

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Interpreting.
A. I don't know if I mentioned this, but in the product device called IQOS which is manufactured by Phillip Morris, which we refer to as an E-Cigarette, all our batteries that we produce are supplied.
Q. Okay. I am sorry. I missed the name of the device.
INTERPRETER (SEOUL): That would be IQOS, I-Q-O-S.
Q. Is it a lithium ion battery?
INTERPRETER (SEOUL): Interpreting.
A. It is a lithium ion battery size 18650 that we supply.
Q. What series?
INTERPRETER (SEOUL): (Interpreting.)
A. It is not an HG2, it is a different model.
Q. What model?
INTERPRETER (SEOUL): Interpreting.
A. Well, we call it E1S.
Q. Does it have to undergo the UL and IEC testing?

Id. The false premise – that LG Chem's 18650 batteries are in no way designed or intended to be used in conjunction with a vaping device – infects the Court's stream of commerce analysis. To carefully avoid what LG Chem knew about its involvement in the e-cigarette / vaping industry, the Order (and affidavits and briefs) were carefully written to only apply to "standalone, replaceable" batteries. This is because LG Chem has known all along that it designs, manufactures, and

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distributes 18650 lithium ion batteries – the product at issue here – for use in conjunction with vaping devices.

Last, the Court's Order yields an inequitable result in that it finds in favor of a multinational company clearly profiting from its South Carolina directed business activities to the detriment of a South Carolina citizen now left with no recourse against the manufacturer of the product that injured him. Under the Court's Order and LG Chem's argument, Reid Fleming has only one option – to file suit in South Korea – to remedy the harm caused him. This is particularly harsh considering dozens of these victims are currently pursuing identical claims against this very defendant – including many here in South Carolina. A guiding touchstone of our constitutional right due process has always been fundamental fairness. How is this result fair to Reid Fleming?

II. Argument

The Court's Order is in error for the following reasons:

A. Plaintiff makes a prima facie showing of personal jurisdiction.

"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 (Ct. App. 2012). When addressing motions to dismiss for want of personal jurisdiction the Court must "'take as true the allegations of the nonmoving party and resolve all factual disputes in its favor.' This includes any factual disputes brough up by submitted affidavits." *Brown v. Investment Mgmt. & Research*, 323 S.C. 395, 399 (1996) (internal citations omitted). In order to do this, plaintiff need only show that LG Chem has minimum contacts with South Carolina such that maintenance of this suit does not offend the traditional notions of fair play and substantial justice. *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 492, 611 S.E.2d 505, 509 (2005) (citing *Burger King Corp. v.*

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Rudzewicz, 471 U.S. 462, 105 S.Ct. 2174, 85 L.Ed.2d 528 (1985)). In South Carolina, the long arm statute is coextensive with the due process clause, meaning the only question necessary to consider here is whether the exercise of personal jurisdiction would violate due process. *See Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508.

Remarkably, the Court's Order finds plaintiff does not make a prima facie case despite clear allegations that LG Chem's conduct meets multiple sections of S.C. Code Ann. § 36-2-803, specifically:

> (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;
> . . .
> (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.

To support its holding, the Court's Order finds that "Plaintiff did not allege or argue that LG Chem supplied 18650 lithium-ion cells to a consumer market for vaping batteries in South Carolina." Order at 4. This is an error of fact and law for two reasons. First, plaintiff ***did*** allege that LG Chem supplied lithium-ion batteries within South Carolina and that those goods caused tortious injury here. *See* Compl. at ¶¶ 9-10. Second, the specific purpose for which LG Chem supplied its products here is not relevant under the long-arm statute. Nowhere within its text does it require a plaintiff to show the specific purpose for why a defendant targeted a forum with its product. The due process / fairness inquiry of our statute simply requires that the product manufacturer derive substantial revenues from sales in the forum or has a reasonable expectation that its goods may be used or consumed here. Where, as here, LG Chem is in the business of manufacturing lithium-ion batteries for multiple applications – including, apparently, for powering vaping devices – it is hard to fathom how the long arm statute is not satisfied, and a prima facie case made, here.

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By stating the issue far too narrowly and in conflict with the long arm statute, LG Chem has led the Court to error. As such, the Court should amend its Order to correct this restrictive interpretation of the long arm statute and find plaintiff does make a prima facie case for the Court's exercise of personal jurisdiction over LG Chem, Ltd.

B. LG Chem's lithium-ion battery related contacts to S.C. matter for purposes of a jurisdictional analysis

The Order erroneously finds that LG Chem's S.C. contacts involving the sale and distribution of lithium-ion batteries are not sufficiently related to plaintiff's claims to support jurisdiction. Again, LG Chem in drafting the Court's Order radically narrows the jurisdictional inquiry by holding that LG Chem's business activity involving ***the same product*** somehow cannot support the exercise of jurisdiction. Not so.

An obvious flaw is the citation to the *Goodyear* case which quotes a footnote relating to a *general* jurisdiction analysis. *Goodyear* involved a North Carolina products claim arising from a French bus accident where the defective tire was manufactured in Turkey by a foreign subsidiary of Goodyear Tire and Rubber Company. *Goodyear Dunlop Tires Operations, SA v. Brown*, 564 U.S. 915 (2010). In other words, the only connection to the forum was that the plaintiffs were residents. Had the foreign defendants directly supplied North Carolina with its tire products there is no question specific jurisdiction would have existed: "Flow of a manufacturer's products into the forum, we have explained, may bolster an affiliation germane to *specific* jurisdiction." *Goodyear*, 131 S.Ct. at 2855 (citing *World-Wide Volkswagen,* 444 U.S., at 297, 100 S.Ct. 559 (where "the sale of a product ... is not simply an isolated occurrence, but arises from the efforts of the manufacturer or distributor to serve... the market for its product in [several] 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*" (emphasis added))). In other words, in

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contrast to the Court's Order, a manufacturer's business activity in forum can subject it to specific jurisdiction.

This is particularly true where, as here, that business involves the same product – lithium ion batteries. And despite LG Chem's insistence that the vast number of lithium-ion batteries it is selling and shipping to South Carolina companies are not the precise model at issue in this case, that is something that has not been subjected to the crucible of merits discovery in this case. Even so, a lithium-ion battery is a lithium-ion battery despite LG Chem's attempt to narrow the jurisdictional analysis to sub-models and subtypes. The technology is the same. This attempt should be rejected emphatically now in light of the revelation that LG Chem actually designs, manufactures, and distributes 18650 lithium ion batteries for use with Phillip Morris's vaping device.

C. The stream of commerce theory supports specific jurisdiction over LG Chem

The Court's analysis regarding the application of *NV Sumatra* and stream of commerce is infected by LG Chem's misrepresentation that LG Chem did not design, manufacture, distribute, or sell its 18650 cells for use with vaping devices. As noted earlier, LG Chem is very very careful to phrase it differently by adding "as standalone, replaceable batteries" because they knew that they did, in fact, have an 18650 cell it designed for use explicitly with vaping devices. LG Chem repeatedly argued that jurisdiction was not proper because they did not intend the battery to be used with vaping products. This appears inaccurate in light of the Shin testimony cited above.

Because LG Chem clearly does intend for certain of its 18650 batteries to be used with vaping products, the Court's Order is premised on inaccurate factual findings. Even if LG Chem does not sell its product directly to consumers it is immaterial to the jurisdictional analysis. Would an airbag manufacturer be immune from suit arising from a defect in one if its airbags simply

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because the airbag was not sold directly to the consumer? Of course not. The question would be could the airbag manufacturer reasonably anticipate being haled to court in a forum where it does business and can reasonably foresee its product being used there. Here, there is not question that LG Chem does business in South Carolina. And now we know LG Chem expects some its 18650 lithium ion batteries to be used with vaping devices made by Phillip Morris. Plaintiff is not required to show that LG Chem specifically targeted South Carolina with the one lithium ion battery that badly burned him. It is enough to show simply that the claim relates to a manufacturer's "efforts . . . to serve, directly ***or indirectly***, the market for its product . . ." *World-Wide Volkswagen*, 444 U.S. at 297. When that is shown, "it is not unreasonable to subject the manufacturer to suit in one of those State if its allegedly defective merchandise has there been the source of an injury to its owner or to others." *Id.*

The Court should amend its Order to find the exercise of personal jurisdiction over LG Chem is proper here.

D. Fairness to Reid Fleming

Plaintiff also respectfully requests the Court reconsider the Order in light of the inequitable and harsh result it creates. LG Chem is litigating these cases nationwide. They are apparently doing substantial business in our state from the sale of lithium ion batteries and other products. They are defended nationally by the largest law firm in our state. The Court's Order effectively holds that this massive corporation cannot be subject to jurisdiction anywhere in the U.S. for these claims because LG Chem does not sell these batteries "as standalone, replaceable" power sources – despite the fact they do design and make some of them to be used with vaping devices. The other defendants in this case are uninsured and likely insolvent. Reid Fleming, who lives here, bought the battery here, used it here, and was injured by it here, is now required to litigate against

the manufacturer of the battery in a foreign land. All to the benefit of a multinational manufacturer. The fairness prong of South Carolina requires the Court to consider the plaintiff's interest in obtaining convenient and effective relief. Respectfully, the Court's Order fails to do so.

CONCLUSION

Respectfully, plaintiff asks the Court to reconsider its prior order and amend it to DENY LG Chem's motion to dismiss and to exercise personal jurisdiction over LG Chem for plaintiff's claims. Alternatively, plaintiff seeks leave of court to conduct jurisdictional discovery into the issues regarding LG Chem's South Carolina contacts and the lithium ion batteries it designs for use with vaping devices for Phillip Morris.

Respectfully,

RICHARDSON, THOMAS, HALTIWANGER MOORE & LEWIS, LLC

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February 17, 2022

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CONDENSED

EXHIBIT
1

In the Matter Of:

DEVIN BILLS vs DIXIE'S VAPOR SHOP, LLC

17-A-773

JOON YOUNG SHIN

September 12, 2018

REDACTED

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CONFIDENTIAL TRANSCRIPT
IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

DEVIN BILLS, :
Plaintiff, :
vs. :
DIXIE'S VAPOR SHOP, LLC; :
E-CIG MONSTER, LLC A/K/A :
RAD VAPOR; JOHN DOE :
DESIGN/MANUFACTURING :
COMPANIES 1-5; JOHN DOE :
IMPORTER COMPANIES 1-5; AND :
JOHN DOE :
DISTRIBUTOR/WHOLESALER :
COMPANIES 1-5; LG CHEM, :
LTD., :
Defendants. :No. 17-A-773

WITNESS: JOON YOUNG SHIN (Video) (VTC)
PAGES: 1 through 152
PLACE: Lewis, Brisbois, Bisgaard & Smith
1180 Peachtree Street NE
Suite 2900
Atlanta, Georgia 30309

DATE: Wednesday, September 12, 2018

TIME: 5:00 p.m.

Court Reporter: CELESTE PERLA, CSR, MERIT

APPEARANCES OF COUNSEL:
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Also Present:
Page Brantley, Videographer
Jason Lee, Interpreter
Luis Lopez, Videographer (Seoul, Korea)
Amber Kim, Interpreter (Seoul, Korea)
Rong Yuan, Expert for Plaintiff

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***

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CERTIFIED QUESTION PAGE

Q. Okay. Have you reviewed any documents to prepare for this deposition? 17

VIDEO OPERATOR (SEOUL): Here begins Disc Number 1 in the videotaped deposition of Alex Shin in the matter of Bills, et al versus LG Chem, Limited, in the State Court of Cobb County, State of Georgia, Case Number 17-A-773.

Today's date is September 13th, 2018. The time on the video monitor is 6:18.

The videographer today is Luis Lopez representing Defend (sic) Depos.

This video deposition is taking place at Best Western Premier Seoul Garden Hotel in Seoul, Korea.

Will counsel please introduce themselves and who they represent.

MR. SLEPPY: I am David Sleppy representing the Plaintiff Mr. Bills.

INTERPRETER: My name is Jason Lee, I am a Korean -- my name is Jason Lee, I am Korean interpreter.

MR. BECKER: This is Andrew Becker, I am the attorney for Dixie's Vapor Shop, LLC.

MS. SHERIDAN: This is Kim Sheridan, I represent E-Cig Monster, LLC.

MR. FREED: Michael Freed on behalf of LG Chem, Limited.

MR. WILLIAMS: Marc Williams on behalf of LG Chem.

All right. Let's do a read by the videographer who is here before we get started and then I have something I need to put on the record.

VIDEO OPERATOR: This is the video deposition of Joon Young Shin in the matter of Devin Bills versus Dixie Vapor Shop, LLC on September 12th, 2018. The time is 5:20 p.m.

My name is Page Brantley, I am the videographer. The court reporter is Celeste Perla. We've already introduced the attorneys, so we can swear in the witness.

MR. WILLIAMS: Okay. Before we swear the witness, let me put something on the record.

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The parties have had a discussion regarding the terms of the confidentiality agreement. We have not yet reached an agreement on that. We anticipate we will reach an agreement at some point, but in order to allow this deposition to proceed, we've agreed that the entire transcript will be treated as confidential and will not be shared with anyone who is not a party to the lawsuit or representing a party to the lawsuit.

The plaintiff's expert, we also need to get her on the record. So if we can have Plaintiff's expert identify herself and spell her name for the record, that would be great.

MR. SLEPPY: Rong, can you introduce yourself.

MS. YUAN: Yes. This is Rong Yuan. I am technical expert in this case for the Plaintiff working with Mr. David Sleppy.

MR. WILLIAMS: And could you spell your name for the record, please.

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MS. YUAN: Okay. First name is Rong spelled, R-O-N-G. Last name is Yuan spelled Y-U-A-N.

MR. WILLIAMS: And where are you located?

MS. YUAN: Berkley, California.

MR. WILLIAMS: My understanding is that the expert has SIGNED the agreement to confide with the confidentiality provisions; is that correct, counsel?

MR. SLEPPY: Correct.

MR. WILLIAMS: After the -- once we get the terms of the confidentiality order worked out, we will designate portions of the transcript that should be treated as confidential and in accordance with the terms of that order and, if necessary, we may need to have the expert sign a new order, a new agreement that complies with that order, but we will take that up as need be.

Parties also stipulate that

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all objections will be preserved except objections as to the form?

MR. SLEPPY: Form of the question, responsiveness of the answer.

MR. WILLIAMS: Okay. Counsel, any objection to that?

MS. SHERIDAN: No objection.

MR. BECKER: No objection.

MR. WILLIAMS: Okay. With that, I think we can begin.

MR. SLEPPY: Okay. I will just say a few words.

Mr. Shin, my name is Dave Sleppy, I am just going to do a little stipulation. That this will be the deposition of Joon Young Shin taken by agreement of counsel and pursuant to notices, taken for purposes of discovery and cross examination of an agent of an adverse party.

I believe we covered objections. It all will be reserved until the time of trial or other use of the depositions -- deposition.

Do you want to read and sign?

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MR. WILLIAMS: Yes. Do we need to have an agreement that, with the court reporter, not being in present with the witness, that we are waiving any objections as to that?

MR. SLEPPY: Yes.

MR. WILLIAMS: Okay. All right. Also, is there anybody else other than the expert in Berkley that is listening in?

MR. SLEPPY: No.

MR. WILLIAMS: All right.

MR. SLEPPY: And who all do we have in Seoul, South Korea? We have Mr. Shin, we have Luis, who else?

MR. FREED: The interpreter.

MR. SLEPPY: The interpreter. Is there a lawyer over there?

MR. WILLIAMS: Yes.

MR. SLEPPY: And what is his -- have him introduce himself.

MR. JONES: Mark Jones, (inaudible).

MR. IRVIN: And my name is Jim Irvin (inaudible) on behalf of LG Chem.

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MR. SLEPPY: Okay. Are you all there with the witness?
MR. WILLIAMS: Yes.
MR. IRVIN: Yes.
MR. SLEPPY: Just one more question.
Are there any in-house counsel present at that location in Seoul, or is it outside lawyers? I just want to know who all's there, that is all?
MR. JONES: Not in the room with us here.
MR. SLEPPY: Okay. So no LG Chem or LG in-house lawyer there?
MR. WILLIAMS: That is what he said. My understanding.
MR. SLEPPY: Okay. Is that right?
MR. JONES: They are not in the room. No, they are not in the room with us here.
MR. SLEPPY: We are square. Let's swear the witness.

JOON YOUNG SHIN, having been

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duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. SLEPPY:
Q. Okay. Mr. Shin, can you hear me okay?
INTERPRETER (SEOUL):
Interpreting.
A. I can hear you.
Q. Okay. I am Dave Sleppy, I represent Mr. Bills.
Have you given a deposition before?
INTERPRETER (SEOUL):
Interpreting.
A. Yes, I have.
Q. Okay. So you are familiar with the process?
INTERPRETER (SEOUL):
Interpreting.
A. I would say that I have.
Q. I am sorry?
A. Yes, I would say so.
Q. Okay. Could you state your full name please, sir?
INTERPRETER (SEOUL):

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Interpreting.
A. My name is Shin Joon Young. Last name Shin, first name Joon Young.
Q. Okay. And do you go by Alex?
INTERPRETER (SEOUL):
Interpreting.
A. Yes, that is what I introduce myself as to my customers.
Q. Okay. And do you understand that you are here to testify on behalf of LG Chem, Limited, correct?
INTERPRETER (SEOUL):
Interpreting.
A. Well, that is not my understanding.
Q. Okay. What is your understanding?
INTERPRETER (SEOUL):
Interpreting.
A. I believe I am here in a personal capacity.
Q. Okay.
MR. WILLIAMS: It's not a 30(b)(6) deposition.
MR. SLEPPY: Understood.
BY MR. SLEPPY:
Q. You are right. And I wanted to ask you, you are an employee of LG Chem, Ltd, correct?

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INTERPRETER (SEOUL):
Interpreting.
A. Yes, that is correct.
Q. What is your position with LG Chem?
INTERPRETER (SEOUL):
Interpreting.
A. I am the CS team leader.
Q. CS, meaning customer service?
INTERPRETER (SEOUL):
Interpreting.
A. Yes, that is right.
Q. What are your job duties as team leader of the customer service team?
INTERPRETER (SEOUL):
Interpreting.
A. I provide support to my team members so that they can better field complaints and queries from the customers who purchase the products that we supply.
Q. Okay. Do you speak fluent English?
INTERPRETER (SEOUL):
Interpreting.
A. No, I do not.
Q. Okay. Where did you get your Bachelor's Degree?

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prior to 2016?
MR. WILLIAMS: Object to the form.
INTERPRETER (SEOUL): Interpreting.
THE WITNESS: Yes, that's right.
Q. Okay. Does LG Chem have a marketing department in South Korea?
INTERPRETER (SEOUL): Interpreting.
A. Yes, that's right.
Q. And who does -- well, does LG Chem have a marketing department that targets the United States at all?
MR. WILLIAMS: Object to the form.
INTERPRETER (SEOUL): Interpreting.
A. We do not conduct our marketing efforts focused or targeting to one -- to a particular countries. We sell our products to those business that require our products and they are located all over the world.
Q. Okay. So it's a worldwide marketing effort

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by LG Chem, fair?
INTERPRETER (SEOUL): Interpreting.
A. I think that expression is slightly off, but I guess you can say that's true.
Q. Okay. Did you or to your knowledge, folks at LG Chem know that lithium ion batteries generally were being sold on the internet to vape stores prior to 2016?
MR. WILLIAMS: Object to the form. He can only testify to what he knows.
INTERPRETER (SEOUL): Interpreting.
A. I didn't know.
Q. And so you didn't know whether or not lithium ion batteries were being sold and marketed by internet companies like Alibaba for use in E-Cigarettes prior to 2016?
MR. WILLIAMS: Object to form.
INTERPRETER (SEOUL): Interpreting.
A. Not only myself but I believe though no one at the company would have known of that.
Q. Okay. Do you see people in Korea using

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E-Cigarette vaping devices just out in the world and walking around in the city?
INTERPRETER (SEOUL): Interpreting.
A. Yes, I have seen them.
Q. Do you remember when you first became aware of this practice of vaping or smoking E-Cigarette devices just by your own observation?
INTERPRETER (SEOUL): Interpreting.
A. This was after I became first aware about these E-Cigarette related issues.
Q. So after -- well, in 2016?
INTERPRETER (SEOUL): Interpreting.
A. It was after 2016 that I began to take an interest.
Q. Okay. Do you know if anybody from LG Chem attends product conventions in the United States to sell its lithium ion batteries or market them or listen to presentations, etcetera, like a convention?
INTERPRETER (SEOUL): Interpreting.
A. I am not sure.

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Q. Okay. Do you agree that its LG's responsibility to design a lithium ion battery, including the HG2 that should not explode or cause a fire even when it's externally short circuited?
MR. WILLIAMS: Object to the form. Misstates legal the standard. Outside of the area of the witness' expertise.
INTERPRETER (SEOUL): Interpreting.
A. Well, I believe that our products should not have safety issues. I also believe that our products should meet all safety category on the international standards.
Q. Okay. Does LG Chem design or sell any batteries that are intended for use in E-Cigarettes?
INTERPRETER (SEOUL): Interpreting.
A. We are not in that kind of business.
Q. So the answer is no, LG Chem does not manufacture, design, or sell lithium ion batteries for use in E-Cigarettes, right?
INTERPRETER (SEOUL):

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Interpreting.
A. I don't know if I mentioned this, but in the product device called IQOS which is manufactured by Phillip Morris, which we refer to as an E-Cigarette, all our batteries that we produce are supplied.
Q. Okay. I am sorry. I missed the name of the device.
INTERPRETER (SEOUL): That would be IQOS, I-Q-O-S.
Q. Is it a lithium ion battery?
INTERPRETER (SEOUL):
Interpreting.
A. It is a lithium ion battery size 18650 that we supply.
Q. What series?
INTERPRETER (SEOUL):
(Interpreting.)
A. It is not an HG2, it is a different model.
Q. What model?
INTERPRETER (SEOUL):
Interpreting.
A. Well, we call it E1S.
Q. Does it have to undergo the UL and IEC testing?

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INTERPRETER (SEOUL):
Interpreting.
A. All of the products that we make are required to be certified by UL and IEC. Generally for a product to be sold in the North American market, it needs to be UL certified. For a product to be sold in the European market, it has to be IEC certified?
Q. Right. When did you start to manufacture -- design and manufacture these batteries for an E-Cigarette?
MR. WILLIAMS: For the Phillip Morris cigarette?
BY MR. SLEPPY:
Q. For Phillip Morris?
INTERPRETER (SEOUL):
Interpreting.
A. So for the EIS model, I don't know exactly when the company began developing and producing this model. But as for our supply Phillip Morris, the supply began in 2017. So the production and manufacturer for that began before 2017.
Q. Does the IQOS Phillip Morris E-Cigarette battery have a CID?

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INTERPRETER (SEOUL):
Interpreting.
A. To be clear, the model that we supply to Phillip Morris is E1S, so that is alphabet E and the number 1S. And on the E1S there is CID, PTC and other safety features.
Q. Other safety features meaning a PCB?
INTERPRETER (SEOUL):
Interpreting.
A. It is my understanding that when we supply to Phillip Morris, the products are -- come with PCB. This means to say, that we first ship to packers and it is the packers who place the PCB on the product and that in turn is supplied to Phillip Morris.
Q. When you say the product, do you mean the single cell E1S?
INTERPRETER (SEOUL):
Interpreting.
A. Yes, that's right.
Q. Can a lithium ion battery be designed with a PCB in it?
INTERPRETER (SEOUL):
Interpreting.
A. No, it cannot.

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Q. Okay. How about with an HG2? Can LG Chem design and manufacture the PCB into the cell prior to sale out there in the world?
INTERPRETER (SEOUL):
Interpreting.
A. Are you asking me if it is possible to place PCB inside the cell?
Q. Yes. During production before you sell it to your first customer.
INTERPRETER (SEOUL):
Interpreting.
A. We have not considered that. It is my determination that if we were to include the PCB inside the cell, then we would have to contemplate a different design. And it is also my belief that that different design would not be in keeping with the kind of cell that HG2 has with its performance properties.
Q. So it would have to be a different design and it would affect the HG2 performance; is that right?
INTERPRETER (SEOUL):
Interpreting.
A. For the HG2 to perform as intended, I don't believe that a PCB can be placed on the inside of

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a cell.
Q. Is that because it would change the dimensions or it would change the energy density or why?
INTERPRETER (SEOUL):
Interpreting.
A. Well, if we were to assume that a PCB is put inside of the cell, then this means the size of the jelly roll would shrink and that would mean that the HG2 would not perform at the level of 3000 milliampere hours. To maintain this capacity of 3000 milliampere hours, then we would have to bring about changes in the dimension. And, furthermore, to allow for the emission of DC currents over 20 amps, then the PCB design would also have to be changed to accommodate that which I think is very difficult.
Q. Okay. Thank you, Mr. Shin. You mentioned the change in dimensions. Would that mean that the battery would have to be -- with the addition of the PCB, would that mean that the battery would have to be longer or thicker or both?
INTERPRETER (SEOUL):
Interpreting.
A. I think that would depend on how you choose

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to design it, but I think it could be longer and it could be thicker.
Q. Can you add a PCB to a lithium ion battery and it would still keep the same dimensions?
INTERPRETER (SEOUL):
Interpreting.
A. Well, to accommodate that, I would think the capacity would be downsized or you would have to bring about entirely new design changes.
Q. But, in any event, LG Chem does sell a lithium ion battery for use in the Phillip Morris E-Cigarette device, this IQOS, knowing that a PCB is going to be added before it goes into the vaping device; is that true?
INTERPRETER (SEOUL):
Interpreting.
A. Yes, that's right. Just for your information, the batteries that we supplied to Phillip Morris are used for the vaping device and not actually used for your information --
Q. Not used for what?
A. Not used for anything. For you information, the batteries that we supplied to Phillip Morris go into, are used to charge the vaping device. They are not used for the actual E-Cigs.

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Q. Okay. Is the E1S a battery?
INTERPRETER (SEOUL):
Interpreting.
A. That is the name of the model. It's a battery cell.
Q. Okay. So it's the name of the cell. And are you saying that the cell does not go in the vaping device?
INTERPRETER (SEOUL):
Interpreting.
A. It is used to charge the vaping stick.
Q. Okay. It's an 18650 and does it get inserted into the charger for the IQOS?
INTERPRETER (SEOUL):
Interpreting.
A. So the IQOS product is composed of two parts, the device used to inhale the cigarettes and the house to contain it in a separate house.
INTERPRETER (US): Housing.
INTERPRETER (SEOUL): Housing.
Q. Okay. And where is the PCB on this device?
INTERPRETER (SEOUL):
Interpreting.
A. I don't know exactly, but the PCB is designed to go in where the stick is charged and

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the battery is not replaceable.
Q. But it's rechargeable?
INTERPRETER (SEOUL):
Interpreting.
A. It is proper as such that it could place the stick that it is recharged.
Q. Okay. PCBs is an acronym for protection circuit board, correct?
INTERPRETER (SEOUL):
Interpreting.
A. Yes, that is what we typically call it.
Q. Also known --
A. Some might also refer to it as print circuit board.
Q. PCM. I mean, you also use the acronym PCM, protection circuit module?
INTERPRETER (SEOUL):
Interpreting.
A. Yes, we refer to it as a protection circuit module.
Q. Do you also refer to it as a BMS, battery management system?
INTERPRETER (SEOUL):
Interpreting.
A. Conceptually speaking, the BMS has function

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
REID FLEMING,	)	Civil Action No. 2021-CP-1001663
	)	
Plaintiff,	)	
	)	
vs.	)	**DEFENDANT LG CHEM, LTD.'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION TO RECONSIDER**
	)	
THE PLANET VAPE, LLC;SCECIGARETTE, LLC; LG CHEM, LTD.;	)	
	)	
Defendants.	)	
	)	

FILED
2022 FEB 22 PM 4:46
JULIE J. ARMSTRONG
CLERK OF COURT
DGR

Defendant LG Chem, Ltd. ("LG Chem") hereby responds in Opposition to Plaintiff's Motion to Reconsider Order Granting LG Chem, Ltd.'s Motion to Dismiss. For the reasons that follow, the Motion should be denied.

SUMMARY OF RESPONSE

Plaintiff asks the Court to reconsider its prior ruling for two reasons: (1) Plaintiff argues that the Order was issued based on "a misunderstanding and/or misrepresentations of fact" regarding LG Chem's products and contacts with South Carolina; and (2) Plaintiff argues the result is unfair because Plaintiff is left "with no forum" and "no recourse" for his claims.

The Court correctly applied the law to the facts of this case, and correctly concluded that specific jurisdiction is lacking because Plaintiff failed to meet his burden of proving that his claims "arise out of or relate to" contacts formed by LG Chem with South Carolina, as required by constitutional due process. The Court also correctly applied the constitutional standard, established by the Due Process Clause of the Fourteenth Amendment to the United States

Constitution, when concluding that it would be fundamentally unfair and inconsistent with due process to require LG Chem to defend this suit in this forum.

In an attempt to persuade the Court that LG Chem's counsel misrepresented facts on which the Court relied to make its decision (which she did not), Plaintiff selectively quotes portions of sentences from the Court's Order in a way that changes their meaning and misstates what Plaintiff describes as LG Chem's "primary argument."

The Order states exactly what LG Chem argued, what the evidence supports, and what the Court found: "LG Chem's admissible evidence shows that LG Chem did not design, manufacture, distribute, advertise, or sell its 18650 battery cells directly to or for use by consumers, in South Carolina or anywhere else, as standalone, replaceable batteries and that it never authorized anyone else to do so either. These important facts distinguish *Sumatra* from the case here." Truncating that sentence to change its meaning cannot support the relief Plaintiff seeks.

A motion to reconsider is not the appropriate time to raise matters that could have been— but were not— raised before the Court ruled on the Motion. And for good reason. Had Plaintiff introduced the irrelevant facts about the IQOS device in his Opposition brief, or during the hearing, or when the Court asked if Plaintiff had any objections to the proposed Order, LG Chem would have had the opportunity to address them and the Court would have had the opportunity to consider them before making its decision. LG Chem objects to Plaintiff's improper attempt to raise new facts and arguments after the Court already rendered its judgment.

Further, the new facts are irrelevant. Like a laptop computer, power drill, or e-bike, the IQOS device is powered by a cell that is embedded with protective circuitry and not accessible to the consumer. That is completely different from the vaping device at issue in this case, which was designed by third parties to be used with 18650 cells sold by third parties to consumers as

standalone, replaceable batteries. LG Chem's counsel addressed the difference between these types of e-cigarette devices generally at the hearing. LG Chem's argument – emphasized in the briefing and at oral argument – was that LG Chem never sold its 18650 lithium ion cells to anyone for sale to consumers as standalone, replaceable batteries for any purpose – not limited to the vaping industry. Plaintiff offered nothing to contradict these facts before the Court issued its ruling, and has offered nothing to contradict these facts now.

The Court correctly applied the law to the facts. Plaintiff is dissatisfied with the result. That is not a basis on which to move for reconsideration, and Plaintiff's Motion should be denied.

FACTS

Plaintiff Reid Fleming alleges on or around May 24, 2018, he was injured when an 18650 lithium ion battery he was carrying loose in his pocket as a standalone power source for his e-cigarette device exploded in his pocket.

LG Chem, Ltd. is a Korean corporation with its headquarters and principal offices in Seoul, South Korea. LG Chem moved to dismiss Plaintiff's complaint for lack of personal jurisdiction.

In support of its motion, LG Chem provided the affidavit of Mr. Hwi Jae Lee, dated July 13, 2021 and January 11, 2022. LG Chem's admissible evidence showed that LG Chem never designed, manufactured, distributed, advertised, or sold *any* lithium ion cells directly to or for use by individual consumers as standalone, replaceable batteries and never authorized anyone else to do so either.

In opposition to the Defendant's Motion to Dismiss, Plaintiff provided the affidavit of Plaintiff's counsel, dated January 7, 2022, attaching copies of LG Chem's 2018 and 2017 financial statements; import data; a Certificate of Authority and Business Registration for a subsidiary of LG Chem; and orders from a North Carolina federal district court and other South Carolina trial

courts. Plaintiff also provided the Declaration of Nickie Bonenfant, and Appendices, that was dated August 10, 2021, but was not filed until January 11, 2022.

The Court conducted a lengthy hearing on January 18, 2022, during which the Court asked many questions, and both parties were allowed ample opportunity to argue the facts and the applicable law. (**Exhibit A**, Hearing Transcript.)

The Court thereafter notified the parties by email on January 26, 2022 that LG Chem's Motion to Dismiss was granted and directed LG Chem to submit a proposed order. (**Exhibit B.**) On February 2, 2022, LG Chem submitted its proposed order. (**Exhibit C.**) The Court inquired whether Plaintiff had any objections. Plaintiff's counsel responded, in pertinent part, as follows: "Here is the proposed order with my one objection regarding the factual depiction of our allegations. It is on page four. Plaintiff respectfully objects to the overall analysis in the Defendant's proposed order but obviously defers to the Court as to the content of its order." (**Exhibit D.**) Plaintiff's counsel submitted LG Chem's proposed order, with his one objection included, as follows:

that LG Chem supplied 18650 lithium ion cells to a consumer market for vaping batteries in South Carolina. Instead, Plaintiff generically alleged that LG Chem conducted business in South Carolina and that LG Chem placed its product into the stream of commerce with the reasonable expectation that it would be used in South Carolina. Plaintiff did not plead any jurisdictional facts specific to the particular product at issue in this suit—a 18650 lithium ion cell that was re-sold as a standalone consumer battery. Plaintiff also did not plead any facts showing a connection between his claims

CM **Chris Moore**
Plaintiff objects to the factual accuracy of this section. Plaintiff specifically alleges that LG Chem distributes batteries and battery products to, and through, South Carolina. Compl. At para. 9. This was also argued at the hearing. And plaintiff submitted import records showing battery shipments from LG to South Carolina ports.

(*Id.*) Plaintiff raised no other objections to the proposed order.

LG Chem's counsel then submitted an amended proposed order, which clarified the allegations that Plaintiff requested by substituting the words "lithium ion batteries and battery products" in place of the word "products" so the first sentence would read:

> Instead, Plaintiff generically alleged that LG Chem conducted business in South Carolina and that LG Chem placed its lithium ion batteries and battery products into the stream of commerce with the reasonable

expectation that they would be used in South Carolina.

(**Exhibit E.**) LG Chem filed the Amended Proposed Order, and Plaintiff raised no further objections.

On February 7, 2022, the Court entered its Order granting the Motion to Dismiss. On February 17, 2022, Plaintiff filed his Motion to Reconsider, attaching portions of a transcript of the personal deposition of an LG Chem employee taken in September 2018 in a lawsuit in Georgia. Non-Confidential portions of the deposition excerpts attached to Plaintiff's Motion—that Plaintiff does not quote or otherwise bring to the Court's attention—explain that the IQOS device is designed to incorporate a lithium ion cell with protective circuitry in a charging unit and that, unlike the vaping device at issue in this suit, is not designed or manufactured to be powered by 18650 lithium ion cells sold directly to consumers as standalone, replaceable batteries. [1] Instead, the 18650 cell is incorporated with protective circuitry and inaccessible to the consumer, similar to laptop computers, power drills, e-bikes, and other consumer electronics manufactured using 18650 lithium ion cells embedded in battery packs with protective circuitry.[2]

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[1] In his deposition, Mr. Shin explained that "PCB" is an acronym for "protection circuit board" (Plf's Exhibit at 128:7-11), which is also known as protective circuitry. Mr. Shin testified that LG Chem first shipped the 18650 cells to "packers who place the PCB [protective circuitry] on the product and that in turn is supplied to Phillip Morris." (*Id.* at 123:10-15.) Mr. Shin also explained that the cells "supplied to Phillip Morris go into, are used to charge the vaping device. They are not used for the actual E-Cigs[,]" (Id. at 126:22-25[,]) and "the PCB is designed to go in where the stick is charged and the battery is not replaceable." (*Id.* at 127:24-128:1.) This testimony makes clear that for the IQOS device, LG Chem sells 18650s to another manufacturer for use as an industrial component part that is incorporated inside the IQOS charging unit with protective circuitry. The IQOS design does not use 18650 cells as if they were replaceable batteries. In contrast, the vaping devices at issue in this case are designed to use 18650s sold directly to consumers as if they are replaceable, consumer batteries, even though they are not.

[2] As an aside, publicly available information shows that the IQOS device was first approved by FDA for sale in the United States nearly a year after Plaintiff's alleged incident. *See* https://www.fda.gov/news-events/press-announcements/fda-permits-sale-iqos-tobacco-heating-system-through-premarket-tobacco-product-application-pathway.

At the hearing in this case on January 18, 2022, LG Chem's counsel explained to the Court the difference between e-cigarette devices powered by an embedded battery and the type of vaping device at issue in this case, which is a type designed by third parties, acting without LG Chem's authorization, to be powered by 18650 cells used as standalone, replaceable batteries. (*See* **Ex A.**, Hr'g Tr. at 18:15–19:19; *see also id.* at 11:6– 23 (describing the different LG Chem products in general and their purposes); 24:10–22 (describing generally that LG Chem did not sell 18650 cells to be handled by consumers but instead to "go to a manufacturer that would incorporate it with protective circuitry embedded in a device"); 26:8–10 (same).

In support of his Motion to Reconsider, Plaintiff also provided the Court with native excel files for the Appendices to the Declaration of Nickie Bonenfant that had previously been filed in "PDF" format. In his Motion, Plaintiff states that he cannot tell from the excel spreadsheets which type of lithium ion battery was involved in the shipments to the car manufacturers in South Carolina, ignoring LG Chem's admissible evidence supporting the conclusion that the shipments to car companies were not 18650 lithium ion cells and also ignoring the fact that his appendices can be searched for "18650", resulting in two entries for shipments that arrived in the United States at a California port for delivery to a manufacturer located in California.[3]

In addition, more importantly, the basis for the Court's ruling was that shipment of lithium

[3] During the hearing, undersigned counsel stated she had seen only one shipment that appeared to be an 18650 cell. (**Ex. A**, Hr'g Tr., at 9:10–10:5.) Undersigned counsel avers that she personally reviewed each of the appendices before the hearing and, after searching for "18650", concluded that there was only one entry that appeared to relate to shipment of 18650 lithium ion cells. On further review after receipt of Plaintiff's Motion, undersigned counsel can now see that there were actually two entries appearing to reflect shipments of 18650 cells to the same entity in Long Beach, California. The entries were close in time on Appendix C, and undersigned counsel mistook them for the same shipment, but certainly did not misrepresent any fact to the Court, and the difference between one and two shipments is immaterial. No entries on any of the other Appendices appear to refer to shipment of 18650 cells to anyone, nor has Plaintiff pointed to any.

ion battery cells or batteries to sophisticated manufacturers in South Carolina was not related in any way to Plaintiff's claim that he was injured by use of an 18650 lithium ion cell as a standalone, replaceable battery. Therefore, even if the shipments to the car manufacturer were 18650 cells, or if Plaintiff had shown there were shipments of 18650 cells to other equipment manufacturers in South Carolina, due process would still not be satisfied because such activities are not related to Plaintiff's claims. Therefore, the Court correctly concluded that Plaintiff's allegations, even if true, would not support the exercise of specific jurisdiction and further that, considering evidence outside the pleadings that was offered by both parties, due process was not satisfied.

LEGAL STANDARD

A motion under Rule 59(e) has long been viewed as a "motion for reconsideration." *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 21, 602 S.E.2d 772, 778 (2004). "A party *may* wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." *Id.* at 24, 602 S.E.2d at 780. "A party *must* file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review." *Id.*

However, it is well settled that "[a] party cannot use a motion to reconsider, alter or amend a judgment to present an issue that could have been raised prior to judgment, but was not." *Poch v. Bayshore Concrete Prods.*, 386 S.C. 13, 31, 686 S.E.2d 689, 699 (Ct. App. 2009); *see also Dixon v. Dixon*, 362 S.C. 388, 399, 608 S.E.2d 849, 854 (2005) (finding that party's failure to raise an alternate remedy was not preserved because it was first raised in a Rule 59 motion); *Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 563, 566–67, 762 S.E.2d 693, 695 (2014) (finding that it was error for the court of appeals to consider an argument that was improperly

raised for the first time in a Rule 59(e) motion to amend judgment after trial court granted partial summary judgment in favor of plaintiff).

ARGUMENT

I. Plaintiff's motion improperly raises new facts and arguments.

Plaintiff relies on an excerpt from a deposition transcript taken in 2018 in a case in Georgia in support of his argument that LG Chem's counsel misrepresented facts at the hearing. In addition to being incorrect and irrelevant, Plaintiff's argument suffers from the defect that it is untimely and has been waived.

Prior to the Court's ruling, Plaintiff had never alleged or argued that LG Chem supplied 18650 cells for use by Phillip Morris in manufacturing its IQOS device. Plaintiff did not allege that he used an IQOS device, and Plaintiff did not offer or raise any evidence or facts concerning the IQOS device. Therefore, there was no reason or occasion for LG Chem's counsel to discuss the IQOS device by its product name, although LG Chem's counsel addressed at the hearing the important difference between products designed to use an 18650 lithium ion cell as a standalone, replaceable battery (like the vaping mod at issue here) and products designed to use an 18650 lithium ion cell as an embedded power source (like laptop computers, power drills, e-bikes, and e-cigarette devices with embedded batteries).

Plaintiff also never previously asked for jurisdictional discovery. Instead, Plaintiff argued that his pleadings alone were sufficient to satisfy his burden of proof. Alternatively, he argued that his import records showing shipment of lithium ion batteries to car manufacturers were sufficient because "LG Chem does business in South Carolina selling lithium ion battery products." (**Ex. A**, Hearing Tr., at 34:9–11.)

Had Plaintiff previously requested this alternative relief, LG Chem would have had the opportunity to address it, and the Court would have had the opportunity to consider it before rendering its decision. Instead, Plaintiff improperly raises this request for alternative relief for the first time in this Rule 59 motion, which is too late. In addition, as discussed below, even if Plaintiff had timely requested this alternative relief, the Court would have been correct to deny it.

II. Plaintiff mischaracterizes the record to create the demonstrably false impression that LG Chem's counsel mispresented facts to the Court when she did not.

Plaintiff is wrong in stating that LG Chem represented to the Court that "LG Chem did not design or manufacture any 18650 battery cells for use by consumers or with e-cigarette products." (Pl.'s Mot. at 3; *see also* 1, 3-5.) Plaintiff is also wrong in saying that this purported misrepresentation was a "false premise" that "infected" the Court's analysis regarding stream of commerce and the *Sumatra* case. (*Id.* at 4, 8.) The record proves that Plaintiff is wrong.

In support of this accusation, Plaintiff quotes a portion of the Order to read that "LG Chem did not design, manufacture, distribute, advertise, or sell its 18650 battery cells to or for use by consumers, in South Carolina or anywhere else . . . ." (Pl.'s Mot. at 2, quoting Order at 8.) The quote, however, omits the rest of the quoted sentence, which changes its meaning. When quoted in full, the sentence reads:

> LG Chem did not design, manufacture, distribute, advertise, or sell its 18650 battery cells to or for use by consumers, in South Carolina or anywhere else **as standalone, replaceable batteries and that it never authorized anyone else to do so either**.

(Order at 8 (emphasis added).) Elsewhere in the brief, Plaintiff complains that "LG Chem is very very careful to phrase it differently by adding 'as standalone, replaceable batteries' because they knew that they did, in fact, have an 18650 cell it designed for use explicitly with vaping devices." (Pl.'s Mot. at 8.) LG Chem *was* careful to present the facts accurately so that the Court and the other parties would understand its argument that Plaintiff could not meet his burden of proof on due

process because LG Chem never designed, manufactured, distributed, advertised, or sold 18650 lithium ion cells directly to or for use by consumers as standalone, replaceable batteries for any purpose. This is the opposite of a misrepresentation.

In the briefs and at the hearing, LG Chem's counsel repeatedly emphasized that LG Chem did not supply a market for 18650 cells sold to consumers as standalone, replaceable batteries. "What I'm saying is that LG Chem was not involved in supplying any consumer market to be buying these cells as a standalone consumer product." (**Ex. A**, Hearing Tr., at 26:8-10.) "[T]he only way that consumers are getting their hands on these cells to use them as standalone batteries is entirely through the efforts of third parties." (*Id.*, at 21:20-25) "LG Chem, Ltd. which is a Korean company manufactured these battery cells to sell them to sophisticated companies who would encase them with protective circuitry and put them in battery packs; never sold them to individual consumers to carry around in their pockets as standalone replaceable batteries." (*Id.*, at 8:1-6.) These facts were the basis for the Court's ruling, and these are correct and accurate statements, supported by the evidence.

III. The Court correctly found specific jurisdiction lacking based on the same arguments Plaintiff makes again here.

Plaintiff again argues that he has made a prima facie showing that LG Chem imported other products into South Carolina and that even dissimilar products, such as lithium ion batteries shipped to car manufacturers, are all he needs to show. The Court correctly relied on *Ford* to reject Plaintiff's argument that sales to South Carolina of any type of lithium ion battery products would satisfy due process, and Plaintiff has failed to show that "the Court has misunderstood, failed to fully consider, or perhaps failed to rule" on this issue. *Elam*, 361 S.C. at 24, 602 S.E.2d at 780.

Plaintiff's argument that "a lithium ion battery is a lithium ion battery" was previously raised in his briefs and at the hearing, and correctly rejected, because it is incompatible with *Ford*

Motor Co. v. Montana Eighth Judicial District Court, 141 S. Ct. 1017, 1028 (2021) ("Ford had advertised, sold, and serviced those two car models in both States for many years. *(Contrast a case, which we do not address, in which Ford marketed the models in only a different State or region.)* In other words, Ford had systematically served a market in Montana and Minnesota for the very vehicles that the plaintiffs allege malfunctioned and injured them in those States.") (emphasis added).)

The Court also correctly relied on *Ford* to conclude that generic allegations that LG Chem shipped lithium ion batteries and battery products to South Carolina were not sufficient to satisfy due process because Plaintiff did not include any factual allegations showing a connection between any conduct LG Chem directed to South Carolina and Plaintiff's claims, nor could he. *See Ford*, 141 S. Ct. at 1028.

Plaintiff incorrectly argues that citation in the Order to *Goodyear Dunlop Tires Operations, SA v. Brown*, 564 U.S. 915, 919 n.6 (2010) is flawed because that case related to a *general* jurisdiction analysis. Plaintiff's argument completely misses the point of that citation, which supports settled Supreme Court law holding that even when the manufacturer has **extensive** in-state contacts **for the very same product at issue**, these contacts cannot support the exercise of specific jurisdiction if unrelated to the litigation; to find otherwise would impermissibly expand general jurisdiction. In *Bristol Myers* the United States Supreme Court cited and quoted *the same* footnote from *Goodyear* when determining that the state court did not have *specific* jurisdiction over the defendants' claims. *See Bristol-Myers*, 137 S. Ct. at 1781; *see also Wallace v. Yamaha Motors Corp., U.S.A.*, No. 9:19-CV-0730-DCN, 2019 WL 6170419, at *4 (D.S.C. Nov. 20, 2019) (citing and quoting *Goodyear*'s footnote 6 to support the court's finding that "[t]he fact that Yamaha sells or markets the same type of motorcycle as the one involved in Wallace's accident in

South Carolina is not a connection between Wallace's claims and Yamaha's contacts that might support specific jurisdiction"), *aff'd sub nom. Wallace v. Yamaha Motors Corp, U.S.A.*, No. 19-2459, 2022 WL 61430 (4th Cir. Jan. 6, 2022)).

Therefore, the Court correctly found that Plaintiff's allegation that LG Chem "supplied lithium ion batteries and lithium ion battery products to South Carolina entities" was not sufficient to establish specific jurisdiction because the allegations did not show facts supporting any connection between shipments of lithium ion battery products (whether 18650 or any other type) to industrial manufacturers and Plaintiff's claim for personal injury arising from his use of an 18650 cell as a standalone, replaceable battery.

VII. The Court correctly found that the exercise of personal jurisdiction over LG Chem would be constitutionally unfair.

Plaintiff raises a new argument in his motion in which he requests that the Court find that the fairness prong is met based on the possible insolvency of codefendants. Plaintiff also again reminds the Court that other similar cases are proceeding in South Carolina against LG Chem, over its objection that personal jurisdiction is lacking.

If the exercise of personal jurisdiction would be inconsistent with due process, as it is in this case, it cannot be exercised, "[e]ven if the defendant would suffer minimal or no inconvenience from being forced to litigate before the tribunals of another State; even if the forum State has a strong interest in applying its law to the controversy; [and] even if the forum State is the most convenient location for litigation." *World-Wide Volkswagen Corp v. Woodson*, 444 U.S. 286, 294 (1980). Therefore, the Court correctly found that it need not reach the fairness prong, because the power prong was not satisfied.

In addition, the Court also correctly found that, even if Plaintiff is inconvenienced by a foreign forum, Plaintiff's desire to litigate in his home state cannot outweigh the fundamental

unfairness of subjecting a South Korean defendant to the burden of defending a case in a foreign state where it had no contacts with the state related to the Plaintiff's claims.

VIII. Plaintiff's untimely request to set aside the Court's judgment for discovery should be denied.

For the first time in this litigation, Plaintiff asks for the alternative remedy of allowing jurisdictional discovery. (Pl.'s Mot. at 10.) Plaintiff has offered no reason for his failure to request this alternative relief until after this Court has invested the time devoted to reaching its decision. Therefore, the Court should deny this belated request as untimely. *See Dixon*, 362 S.C. at 399, 608 S.E.2d at 854 (party's failure to raise an alternate remedy was not preserved because it was improperly first raised in a Rule 59 motion).

In addition, even if Plaintiff had requested jurisdictional discovery before the Court entered its judgment—which he did not do—the Court would have been correct in denying any such request. Plaintiff has not explained how the information he purports to need might support the exercise of jurisdiction. Instead, he leaves to the concluding paragraph of his Motion to "seek leave of court to conduct jurisdictional discovery into the issues regarding LG Chem's South Carolina contacts and the lithium ion batteries it designs for use with vaping devices for Phillip Morris." (Pl.'s Mot. at 10) Discovery regarding the IQOS device cannot possibly be relevant to the jurisdictional issue, when the information Plaintiff already has establishes that the IQOS device is manufactured using a cell embedded in a pack with protective circuitry – not designed for consumers to use with 18650 cells sold as standalone, replaceable batteries. Plaintiff does not specify what other "South Carolina contacts" could purportedly change the outcome of the due process analysis, and LG Chem has already shown there are none.

CONCLUSION

WHEREFORE, for the foregoing reasons, LG Chem respectfully requests that the Court deny Plaintiff's Motion to Reconsider and such other and further relief the Court deems just and proper.

Respectfully submitted,

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EXHIBIT A

STATE OF SOUTH CAROLINA	)	THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	DOCKET NO. 2021-CP-10-1663
	)	
	)	
REID FLEMING	)	
	)	
Plaintiff	)	
	)	
vs.	)	
	)	
THE PLANET VAPE, LLC, et al	)	
	)	
Defendants	)	
	)	TRANSCRIPT OF RECORD
	)	January 18, 2022
	)	WebEx videoconferencing

B E F O R E:

THE HONORABLE ROGER M. YOUNG, SR., JUDGE

A P P E A R A N C E S:

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RACHEL ATKIN HEDLEY, ESQ.
Attorney for Defendant LG Chem, Ltd.

JOYCE C. RUEGER,
Certified Verbatim Reporter-Master
Circuit Court Reporter

[Certified Transcript Provided for: Nelson Mullins]

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No exhibits were introduced

PROCEEDINGS

THE COURT: Good afternoon. Can y'all hear me?

MS. HEDLEY: Good afternoon, Your Honor.

MR. MOORE: Good afternoon, Your Honor.

THE COURT: All right. So y'all are here on Fleming verses The Planet Vape?

MR. MOORE: Yes, sir.

THE COURT: All right. Are we waiting on anybody else?

MR. MOORE: I'm not waiting on anyone else, Judge. I do have an incoming new attorney who is finishing up her third year of law school that told me she was going to try to watch out of curiosity. And so I don't know if she is in a cue and has to be let in.

Her name Grace Babcock. If she doesn't belong here, that's fine. If she is available to join us I'd ask that she be permitted to do so but obviously that's totally up to the Court.

THE COURT: Sure. It's a public forum. Anybody can watch. But we're not waiting on her.

MR. MOORE: That's fine. If she's not here, she's not here so we can get started.

THE COURT: Okay. This is the defense's motion to dismiss. Are you handling that, Ms. Hedley?

MS. HEDLEY: Yes. Thank you, Your Honor.

THE COURT: All right. Go ahead.

MS. HEDLEY: May it please the Court? Thank you, Your Honor. My name is Rachel Hedley and I'm appearing on behalf of defendant LG Chem, Ltd. As Your Honor noted we are here on LG Chem's motion to dismiss.

Of course we submitted fairly lengthy briefing and I just wanted to briefly mention our motion was supported of course by the affidavit of Mr. Lee that we filed with the motion. We filed a memo of law on January 7th. We filed a reply affidavit of Mr. Lee and then we filed a very short motion for leave to file a short reply brief.

So that's in the record. If there is no opposition -- but we did that consistent with the Court's request for memos by January 7th. So I just wanted to mention that.

THE COURT: Okay.

MS. HEDLEY: Thank you, Your Honor. So, I'm going to talk just very briefly about some basic case facts and just touch on the high points of our argument. Again, we're here seeking a dismissal for lack of personal jurisdiction.

THE COURT: Let me ask you a question.

MS. HEDLEY: Of course.

THE COURT: The plaintiffs sent me I think five orders that's on the same thing. Y'all have lost five

times? Is there anything different about those other five that distinguishes them from this case?

MS. HEDLEY: Well, there are a couple of things I think, Your Honor. And first off respectfully to those other Courts our position is that they were not decided consistently with constitutional due process. One of them is on appeal with the Court of Appeals considering that issue.

One of them I wanted to mention and I'm going out of order but since Your Honor asked one of the cases which was Nicholas Roberts Judge Price denied the motion. And then subsequently the plaintiff determined that the battery that they thought was an LG brand because it was sold as an LG brand, it turned out it wasn't an LG brand and they dismissed the case.

And I bring that up only because it's part of this discussion about this chain of distribution, this supply chain. And in this case one thing that is different is that in this case the plaintiff appears to concede and pleads even in the complaint recognizing that LG Chem is not supplying these battery cells to individual consumers to Vape stores into this market.

And so some of the things that I think are different in addition to again respectfully my view that those were wrongly decided, some of they were decided before a more

recent decision by the United States Supreme Court as well as the complaint. And in each one of those cases what the plaintiffs argued was all we have to do is make certain allegations in the complaint and then we're off to the races. And so the allegations in this complaint are relevant and I think plaintiff has made that argument here.

And I don't think that taking those allegations as true satisfies the plaintiff's burden. But the allegations are different. And for example what Judge McKinnon had said in one of the cases which is on appeal right now was that look, I'm not saying there is jurisdiction. I'm just saying the plaintiff has done enough to sort of get past this threshold.

Y'all go ahead and you know fight it out and you can always bring your motion later at summary judgment, you can contest it after trial. I'm not finding that there is jurisdiction; I'm just saying that it is enough for the plaintiff to go forward.

And so in that regard I think the complaint is very relevant and the allegations in this complaint are different. I also don't think there is any reason to think that the plaintiff could amend it to make it better or more specific because there is not a good faith basis to allege the facts that would be needed. And then of

course the plaintiff has submitted various exhibits and things and asking the Court to look beyond the pleadings. So with that said that's my basis for distinguishing.

And then with the Court's permission I want to just briefly talk about general jurisdiction. I don't know if that is being opposed initially; I would not have thought so. I see Mr. Moore shaking his head so if that's not opposed I'll move on. Okay, thank you. I appreciate that.

So, the case facts, as the Court is aware from the briefing, is that the plaintiff in this case bought his batteries from either one or two stores. He says Planet Vape or South Carolina e-cigarette. Of course LG Chem did not do business with those stores or any Vape stores. I don't think that's in dispute.

The date of the incident was in May of 2018. And he alleges that he went to a Vape store, bought an 18650 battery cell as a standalone battery carrying it around in his pocket and it exploded and caused injury. That's the nature of the claim.

So LG Chem and of course I don't think it's in dispute but LG Chem no longer manufacturers these batteries due to a spin off transaction, which plaintiff acknowledges is not relevant. It happened after the incident so that's not relevant. But at the relevant

time LG Chem, Ltd. which is a Korean company manufactured these battery cells to sell them to sophisticated companies who would encase them with protective circuitry and put them in battery packs; never sold them to individual consumers to carry around in their pockets as standalone replaceable batteries.

And additionally, and I think the sort of elephant in the room the Sumatra case. And I know the plaintiff has taken the position that Sumatra is binding on this Court and controls the outcome. Sumatra is the South Carolina Supreme Court's most recent decision on personal jurisdiction involving a stream of commerce allegations. It was in 2008.

The United States Supreme Court has issued several important decisions on specific jurisdiction since then. And whether or not Sumatra can withstand scrutiny after those cases I think is open to question. I don't think it can but I'm not asking this Court to find against Sumatra. I think Sumatra is distinguishable, readily distinguishable on its facts and dealt with a different issue.

So before I talk about the legal principles that control the outcome I want to go out of order for a second. And I want to flip to talk about the spreadsheets, the lengthy spreadsheets that the plaintiff

submitted to the Court. And those spreadsheets were first attached I think with plaintiff's opposition and then they were attached to a declaration of Mr. Bonafont [phonetic]. I would object to them as inadmissible.

I don't think that Mr. Bonafont [phonetic] is capable of authenticating records purportedly summarized and kept by the United States government. He's purported to authenticate U.S. customs records. So for the record I object that they are not admissible. But more importantly I think they are irrelevant.

And the reason I want to bring it up is that I have carefully reviewed those records. And I'm glad; I don't want to try the Court's patience about going through each and every one of these appendices.

But I will say this; out of all those attachments and exhibits that purports to be import records for a period of 15 years from 2006 until 2021 many, many many years before the incident and several years after the incident.

In that time period of 15 years and all those spreadsheets I saw what appeared to be one, one entry that had anything to do with an 18650 lithium ion cell, which is the product at issue in this case. And that was a shipment that came into the United States in Long Beach, California that was delivered to an equipment

manufacturer in California. That's it. So all these spreadsheets and all these exhibits do not have any entries anywhere showing that LG Chem was shipping mass quantities or on those spreadsheets any quantities of 18650 battery cells into South Carolina.

So coming back to the main points of my argument on specific jurisdiction are first of all that the relevant contacts have to be contacts with the forum that were formed by the defendant, LG Chem, Ltd. They can't be formed by third parties; even a subsidiary although there aren't any subsidiary contacts really at issue here.

But even a subsidiary would not count but more importantly all of these third party entities, whoever they may be and I don't know who they are but whoever it is that supplied Planet Vape or South Carolina e-cigarette or any one of the many Vape stores where you could go buy a battery LG Chem had nothing to do with that.

And the United States Supreme Court's recent decisions make abundantly clear that specific jurisdiction requires a showing that the plaintiff's claims arise out of or relate to contacts the defendant formed with the foreign state.

So I think one thing that sets this case very much apart from Sumatra in Sumatra you had an Indonesian

manufacturer of United brand cigarettes. Sumatra sold them to a distributor for the purpose of distributing them throughout the United States and that distributor sold something like seven million cigarettes to South Carolina consumers.

LG Chem does not manufacture these battery cells for some distributor to turn around and sell them to all these consumers. In fact, LG Chem for the most part directly supplies its customers in the United States with these cells. They have three types or had at the time three types of customers in the United States; original equipment manufacturers, battery packers, and two distributors.

Those two distributors were not located in South Carolina. And they only resold the batteries to battery packers who were incorporating them with protective circuitry in various battery pack devices such as for example medical monitoring equipment.

Some of these packers might put them in power drills, cordless power tools; something I would never use, laptop computers and those types of products. But LG Chem was directly supplying to its customers and the customers were putting them into these products.

There is no allegation that somehow through those chains of distribution they were getting to these

consumers. But more importantly there is absolutely no allegation in the complaint and there is no evidence and nothing attached to the plaintiff's response that would allow the Court to find that LG Chem was supplying 18650 battery cells enmasse extensively into the state of South Carolina.

Now, I would argue that even if they were that still would not support jurisdiction and just a few weeks ago a California Court of Appeal made that very conclusion, which of course is not binding on this Court but it's the same analysis and I think it's relevant.

But in any event that's not the case here. So I don't think the Court needs to decide that issue because there is no evidence or allegation. And even if there were limited shipments coming into South Carolina plaintiff hasn't offered any evidence of that and hasn't alleged it.

To talk about lithium ion batteries generally we've talked about this in our briefing but I think again the United States Supreme Court's recent decisions particularly in Bristol Myers and in Ford made very clear and in Daimler make very clear that it is not unrelated business contacts. You cannot take a company and say this is a huge company. The sell all kinds of products and they do a lot of business. And I think that was the

plaintiff's argument, look at all these import records, look at all this business they were doing; that's good enough. But the Supreme Court of the United States says no, it's not good enough. It does not matter how extensive those contacts are if they're not related to the plaintiff's claims then they can't support the exercise of specific jurisdiction.

And even in Ford the Supreme Court took care to say we're talking about Ford Explorers and Crown Victorias; not even any kind of car. And so here an 18650 is a particular type of product. It's a standard in the industry.

I don't use their products, not a consumer product but it is a component and it just means the 18 is the 18 millimeters diameter, the 65 millimeters is the length, zero is cylindrical. So that's a size.

LG Chem was not the only manufacturer. Other manufacturers Panasonic, Sony, and Samsung made them. Somehow these entities are getting a hold of them and supplying them into this market but LG Chem was not doing that.

But additionally that particular size, that 18650 has many different models. And I'm not focused on the specific model, whatever it may be that the plaintiff claims was at issue but any type of 18650. The records

that they submitted talking about selling car batteries to companies in South Carolina there were some shipments again on those inadmissible spreadsheets. But that's not at all the same product.

It can't be confused. It's not the same size. It's not the same shape. And that's not something that goes to a car dealership where people go in there to buy that that goes to be included with the car; with an electric vehicle.

And so our position, Your Honor, is that the plaintiff cannot meet the burden, which is admittedly the plaintiff's burden of establishing that their claims arise out of or relate to any contacts that LG Chem formed with South Carolina.

That's the relevant standard. That's what the United States Supreme Court says. And nothing that the plaintiff has offered none of these import records and the allegations in the complaint are simply not specific enough.

And so with respect to what the other trial court decisions are which of course are not binding on this court, we would respectfully ask that the Court carefully review the allegations of the complaint. And carefully review the exhibits that the plaintiff has offered and the more recent decisions by the United States Supreme

Court and some of the other authorities we have shared showing what other courts have done in other neighboring jurisdictions in North Carolina, in Georgia, the Supreme Court of Missouri, Courts of Appeal in various states and recognize that constitutional due process cannot support the exercise of specific jurisdiction here.

And LG Chem should not be required to go through the burden of following this case through to then challenge jurisdiction again after trial when the plaintiff has not shown anything that would be constitutionally sufficient and consistent with the due process guarantees of the Constitution. And therefore, we ask that the Court grant the motion and dismiss LG Chem. Thank you, Your Honor.

THE COURT: How would your client ever get sued in the United States under your theory that they don't sell the individual product to an individual but they only sell it to manufacturers who repackage it someplace and then sell it in all the other states?

Basically, they are immune from suit if their product causes any harm under your theory. If they don't individually sell that battery to an individual but it's just something that gets used by a manufacturer who sells it as part of a bigger thing they can't be sued for that.

MS. HEDLEY: Well, yes, I appreciate the Court's question. And Your Honor, I was asked the very same

question by the justices on the Missouri Supreme Court and said is it your position that LG Chem could not be sued anywhere in the United States on a similar type of claim. And after my answer the Missouri Supreme Court agreed and said you're right there is no jurisdiction here.

And my answer to Your Honor would be we're not talking about any type of lawsuit. I'm not talking, I'm not taking a position on a lawsuit where if LG Chem supplied a sale to a battery packer and they put it in a battery pack for a power drill and there was some problem that's not what I'm talking about.

But I would respectfully submit that there is nothing that LG Chem is doing to supply to be part of this distribution chain. And so if LG Chem had never even sold these cells in the United States at all, just had never done it at all, we would be having the same situation.

The plaintiff would still say some other party wherever they got it if LG Chem exclusively sold to Europe or to Asia or somewhere else and never sold to anywhere in the United States it wouldn't change anything because they're not part of this chain of distribution.

And so due process contemplates fairness. Why should LG Chem expect to be sued by an individual

consumer that only got their hands on this product because of what third parties did? And I'm not talking about Ford where Ford said look, we sell cars ad nauseam to consumers. We didn't sell this car. That's not what I'm saying. I'm not saying that LG Chem sells these cells to consumers but not this one. Our position is that LG Chem does not sell these cells to consumers anywhere.

And I don't think it's relevant to the jurisdictional issue but I will just address plaintiff pled in the complaint that LG Chem hasn't tried to stop it. And that's just respectfully just not true. I mean there are, the LG Chem website if some plaintiff or individual consumer thought should I put one of these batteries in my device? You know the Vape store told me it's a great idea.

If they went to LG Chem's website it would say do not do it. There would be a big pop up warning do not do it. There were ads run in the full page ads in the New York Times do not do it. There are web campaigns that worked with you know it was in the industry ---

THE COURT REPORTER: --- I'm so sorry Ms. Hedley. Could you slow down just a little bit? Can you slow down just a bit?

MS. HEDLEY: I'm sorry. My apologies. I'm a

native New Yorker. I've lived here 20 years but sometimes I still talk too fast. I apologize for that.

THE COURT: Let me ask you this.

MS. HEDLEY: Yes?

THE COURT: I guess I'm having a little bit of well, I don't understand what the product is that -- this battery goes in like a Vape thing which I gather is some kind of electronic cigarette.

So this battery, where would this person have gotten this battery if not in a store in the United States? Are you saying well, they must have been in Europe or Mexico and bought it there and came back in. But you can't buy this product in the United States or in South Carolina?

MS. HEDLEY: No. What I'm saying Your Honor is yes I think a vaping device these Vape stores, so there might be there are certain devices that you might have seen. I don't Vape but I think you could buy them at any gas station. And it would just be sort of a contained thing that almost looks like a cigarette. You can't open it. You just sort of smoke it until it's done and then you throw it out.

These are a different kind of device; it's like a Mod. It's probably maybe the size of a fist, my fist, I have small hands; my children tease me, the size of a

small hand maybe a fist. And then the cell, which is being sold as a battery they put in and out of this device and sometimes in and out of a charger.

And because it's such a powerful cell what really ends up happening is that over time the wrapper can become degraded. And if somebody has it in their pocket which I believe is what happened in this case and then it touches something else like a key or a coin it can cause an interaction that sparks the cell.

And so -- but what I'm saying is that whatever this industry or the companies that makes these devices LG Chem does not do business with them. There are companies that manufacture these devices and they design them to use these very powerful cells.

People want to Vape and blow big clouds and they want more power so this sort of side industry has developed without the approval or authorization of LG Chem or these other legitimate manufacturers who are careful about who they sell to.

But somehow somewhere and I don't know where or how someone has gotten hold of these and brought them into the United States. My point was simply that if you look at these import records that the plaintiff has attached and again without waiver of my objections they are not admissible. But if you look at them you do not see these

cells coming into ports. I don't know how they're coming in. Maybe if the plaintiff has searched for somebody in the vaping industry it would show where they were coming from. But my point is that LG Chem is not supplying a consumer marker in South Carolina or anywhere in the United States with these cells ---

THE COURT: --- so these aren't like little batteries that I can go into the grocery store and they're at the checkout counter in double A's and triple A's and B's and C's? It's not that kind of battery?

MS. HEDLEY: It is not. And I'm glad you asked that because there is a place in the briefing where the plaintiff is quoting some phrases out of this Celgard decision from North Carolina.

And because of the way the quote is selectively removing words from the Court's actual opinion it makes it sound as though that LG Chem had said you're going to take our batteries off the shelves of Walmart and Best Buy.

That's not what that case was about by the way. It had nothing to do with the consumer Vaping market. No one even knew about that I don't think at the time. It was a technology dispute.

But if you read the full quote out of that decision they were saying that consumers who want to go to Walmart

and Best Buy and buy consumer electronic products that are manufactured with these cells embedded in them they won't be able to. You can't go get your laptop; you can't go buy your power drill because this supply chain will shut down.

And so no, LG Chem never sold these cells. You can't go to Target or Best Buy or Walmart and when you walk up to the end counter and you want to buy a battery there is no 18650 battery cells there.

It's just this industry that has popped up, this consumer Vaping industry, these Vape stores. Some of them are online. And a lot of them are brick and mortar stores.

And I don't know who's supplying it. I know that LG Chem is not. And so it's not like I'm saying that well sure, somebody else could have gone to Target and bought an 18650 battery cell and just popped it in the back of their power drill or cut the grass or trimmed the hedges; obviously not power drills. I don't use power drills.

But no, that's not what I'm saying. You can't do that. And so the only way that consumers are getting their hands on these cells to use them as standalone batteries is entirely through the efforts of third parties. LG Chem is not making contacts with South Carolina or anyone else in the United States.

But it's not making contacts with South Carolina to supply consumers with batteries. And so that is a very, very critical distinguishing feature from Sumatra, for example, again regardless of whether it is still viable after more recent cases. In Sumatra the United brand cigarettes sold them to the distributor so that the distributor would then sell them to American consumers, which is what the distributor did.

That is not what we have here. And we've put in admissible evidence. LG Chem did not supply them to anyone with knowledge that whoever was buying them was turning around doing this. So they were selling them to specific customers for a specific purpose.

And those customers in the U.S. it was a straight transaction was LG Chem directly to that battery pack. It was LG Chem directly to that original equipment manufacturer. And then the very limited cases that I mentioned these two distributors in other states.

So that's what I mean when I say -- if none of that were happening easily this whatever this industry is that had developed could still be acquiring these cells. And so that's why I take it all the way back to World-Wide Volkswagen that said a chattel cannot become an agent for service of process. The fact that a product that LG Chem manufactured somehow made its way into this

state is not enough under United States Supreme Court precedent. There has to be this relatedness. And a good example in my view is the Bristol Myers case.

Now in Bristol Myers you had out of state plaintiffs so that's a little bit different. But you had the defendant had an in-state distributor had I believe 250 sales representatives in the state, had research labs in the state, sold 900 million of the exact same pill in the state.

And the United States Supreme Court said that's a lot of contacts for that same exact drug, Plavix but that's not enough because there is no relationship to the claims by these out-of-state plaintiffs.

So here it flips it on its head. You've got an in-state plaintiff and that plaintiff bought that battery in the state but there is no connection to anything LG Chem did. And so that's why again, our position is that these more recent decisions don't change the law; they make it clear.

But the focus and particularly in the Ford case in March of last year made very clear that there has got to be that relatedness. And there is no relatedness here between the allegations in the complaint, which are too vague, or the exhibits that the plaintiff has attached and the plaintiff's claims. So nothing that LG Chem did

no contact with South Carolina it is anyway related to the plaintiff's claims. And that's why constitutional due process is not satisfied. Thank you.

THE COURT: All right. Let me ask you this because I'm still I guess trying to understand the product and arguably understand it by analogy. So this battery it actually fit into the Vape, okay, it's just it was too powerful for the particular Vape and was it designed to go in it?

MS. HEDLEY: Well, it wasn't designed to ever be handled by a consumer. It was only designed to go to a manufacturer who would incorporate it with protective circuitry embedded in a device; so you're not touching it.

Consumers are not supposed to be touching them. And that's not what they were manufactured or sold for and that's not what LG Chem's chain of distribution supplied them for.

And so whoever it is who got them out of that chain of distribution and put them in the hands of consumers the problem arises not by the manufacturer of the sale. The problem arises when the consumer is handling them.

And as I mentioned earlier the outside is getting degraded because they're in and out of these chargers where they're not supposed to be. They're not being

handled properly because they were never meant to be handled by consumers in the first place.

THE COURT: So when this thing blew up in the plaintiff's pocket was it inside of a Vape or was it just did he just have the battery in his pocket?

MS. HEDLEY: I would have to defer to plaintiff's counsel on that. I don't know which way it was. But I've seen instances in both situations. Often it's just loose in the pocket and people carry them around loose. I know that often Vape stores tell people don't carry it around loose in your pocket.

If you're going to carry it in your pocket put it in a plastic case. And the reason to do that is if the exterior wrapper is degraded and it's in a plastic case and it's in your pocket and then you put you know a quarter in there or your keys if anyone has metal keys anymore, but whatever you put in your pocket if it touches that degraded wrapper that's what causes, it could cause a short circuit.

And so that's why I think Vape stores often say put it in a plastic container. If you go to LG Chem's website they would say or any of the campaigns that I mentioned earlier and the website warnings and all the various efforts to stop people from doing this cease and desist letter campaigns all of these efforts to stop this

said individual consumers are not meant to be handling these cells. And so it's not like a double A battery that you just go to Target and buy.

And so I'm not suggesting that well, if you've gone to Target and bought the battery and used it for your power drill we'd be fine. But because you used it for your Vape we're not fine.

What I'm saying is that LG Chem was not involved in supplying any consumer market to be buying these cells as a standalone consumer product.

THE COURT: So this is some kind of black market sort of thing, the super charged Vapes? I'm so not aware of the -- I know, I see these stores, I see people smoking electronic things but I don't have a clue as to what actually happens there. So there is like a black market to super charge these things?

MS. HEDLEY: Right. So ---

THE COURT: --- and just use them as replacement batteries in the event that something goes bad, which is -- or both?

MS. HEDLEY: Well I think -- and it's funny Your Honor uses that phrase because I believe that's the phrase that Federal District Court in Washington State used a couple of years ago when granting a similar motion to dismiss and focusing on how did the product get to the

state? Was it the result of some chain of distribution of this defendant? No. And I think he used that same phrase that Your Honor is using, this market.

But I think it's not just -- I think it's because they're so powerful that they can create these extra clouds. And so it's the manufacturers of the devices which generally I do not believe are U.S. companies are designing them to use with these cells but they're not affiliated with the cell manufacturer, they're not affiliated with LG Chem. And LG Chem's entire public communications about this are don't do it. Don't touch them.

It's not like we're saying it's okay to use it for your camera but don't use it for your Vape. These particular cells are meant to be an industrial component product, not a standalone consumer product. So an industrial component that goes to entities that know how to handle them, put them pack them with protective circuitry.

And the reason for that is they're now in a battery pack or in the back of your laptop computer where you're not going to open it and touch it. I mean you can't touch it, you can't handle it, you're not sliding it in and out of a charger so it's less likely for that wrapper to degrade and ultimately lead to this type of incident.

THE COURT: Okay. All right, well Mr. Moore?

MR. MOORE: Thank you, Your Honor. A couple of things really quickly before I forget. We would submit that our pleadings are substantially similar at least to those involved in the other claims for which you have orders in South Carolina. And I have an identical motion.

In fact, I'm not aware of any Court in South Carolina granting this particular motion. And I'm aware of other Courts denying these motions against this particular defendant as well albeit there are some that have granted it.

I'm not sure that there are since the most recent Ford v Bandemer and the Montana cases but Ms. Hedley could probably speak to that better than I. You know I don't really know and have not been able to verify the veracity of this claim that you know at no point in time did LG ever intend or sell or intend for these cells to be used individually or distribute or sell them for that purpose. We've always kind of taken them at their word on that.

And one of the reasons we're very specific in our complaint even in this case to at least on its face accept that is because I think I sued LG probably in 2015 or 2016 in Federal Court here in the district of South

Carolina in a case in which consequently they waived their personal jurisdiction defenses or consented to the Court's jurisdiction.

And so they have known and there were cases I believe before mine if I'm not mistaken but they've known at least since the Dietrich [phonetic] case in 2015 that this industry was utilizing its battery products to power their devices.

And so one of the things we allege in addition to product defect and lack of certain safety features that these batteries sometime utilize is that they've done precious little to actually take command of their distribution chain to get their arms around why are these batteries ending up in Vape stores across the nation.

Why are they defending over a 100 lawsuits in the U.S. related to people really hurting themselves as a result of their batteries having exploded while being individually used? And it's not just the Vape.

Obviously that's the industry that has I guess exploded in popularity over the last six or seven years and utilizes it probably the most. But I've also seen these cells used in flashlights and other individual applications.

In fact I've seen not necessarily with LG but in the case of Samsung, which makes the same type of battery,

they actually included in product spec sheets from the early 2000's individual warnings like don't put this in a purse or don't carry this around with loose change individually because it can hurt you.

And they do hurt people. They cause very violent explosions when they experience a short circuit event. And in all of these cases we're dealing with fairly serious burn injuries. And so what the strategy has been both for LG and for Samsung is to narrow the focus of this jurisdictional inquiry to an 18650 lithium ion battery, okay? Fair enough. That may be a merits defense.

All of this business about hey, we don't design these for individual use or oh, we don't want people using these individually that's fine. That's something we can talk about in the merits and that can be a defense for the litigation and they can defend this kind of passive warning strategy that they have where rather than find out what their customers are doing with their cells and why there are millions of these batteries that people are using individually in the U.S.

And just so you know up until you know the last two or three years before this you could probably buy an LG individual battery on Amazon. You can probably still buy them on Alibaba and some of these foreign e commerce

websites. But in any event we don't think the jurisdictional focus is so narrow. And that's because the 18650 is a form factor. What LG Chem makes and claims to be a global leader, a Ford Motor Company so to speak, is lithium ion batteries.

There are 18650 lithium ion batteries; there are 22650 lithium ion batteries. There are lithium polymer batteries which are pouches which power LG Chem phones -- I'm sorry, LG electronic phones, LG tablets, power tools, e bikes, vehicles. It would not surprise me Your Honor that there is some device in your office right now that is being powered by an LG Chem lithium ion battery.

That's what they make and that's what they sell throughout the U.S. and across the world lithium ion batteries. And I point that out because I think there is a jurisdictional inquiry. That's the point. That's the main question. And Ms. Hedley said she went through the spreadsheets and found one reference to the 18650 lithium ion cell shipment.

And that may be true but there are dozens of them in these spreadsheets that we have submitted that say lithium ion batteries or reference battery products including I think -- and even more recently they're shipping battery products to Volvo I believe or even to Ford; not in South Carolina but through the port of

Charleston to Volvo in South Carolina. And I don't think they would take the position with Your Honor today that they don't sell products and intend to serve the market in the state of South Carolina or use our ports to further their business interests in South Carolina and other states in the southeast.

And I think that is what matters. They're drawing this distinction of 18650 that would be like the Sumatra case and then drawing a distinction between light cigarettes and ultra light cigarettes or Sumatra red cigarettes.

And in that case the Supreme Court, and it's still good law here says regardless of how the cigarettes arrived in South Carolina the minimum contact was established by the fact that Sumatra intended to serve a market in the U.S. with its cigarette products.

That was the law in World-Wide Volkswagen and since the recent decision in Ford that is still the law. Now my friend drew this distinction between Bristol Myers and the Ford cases to suggest that somehow you know we fall outside of what is constitutionally permissible.

In Bristol Myers yes, the Court said look we've got all of these California contacts. But you plaintiffs that don't have any business in the California courts you cannot bring your claims here because none of you bought

the product in California, none of you used the product in California and none of you were injured by the product in California. It was classes of out of state plaintiffs that were trying to bring similar claims in California.

And that's fine so the Supreme Court looked at this issue again in Ford just last year and they said Ford you've got a ton of Montana and Minnesota contacts. You sell vehicles everywhere in these states. And yes, this particular vehicle that was involved in these two fatal collisions was not sold there. They were sold in another state and then brought into the state by the plaintiffs.

They said it doesn't matter. The injury happened in your state. The plaintiffs lived in that state and the suit-related conduct that was important for the relatedness test was that those types of things happened within that state.

And it said look, we think these states have an interest in regulating products that are sold within their borders or products that are used within their borders. And it's not unfair to subject Ford Motor Company jurisdiction there because they sell cars here. Just because they didn't sell that one car here doesn't matter.

And nothing about the Bristol case or the Ford case is inconsistent with the exercise of jurisdiction here.

And that's because Mr. Fleming bought the battery here, he was hurt by the battery here, and he lives here; he's a South Carolina resident.

I think for the relatedness they have described it, they being the Supreme Court describes it as requiring a mere affiliation. Obviously, we have an affiliation with the state of South Carolina because he bought it here, he got hurt here, he lives here, he used it here.

He never took it outside of state lines. LG Chem does business in South Carolina selling lithium ion battery products. LG Chem and it's now whatever it is called now knows that its batteries are ubiquitous in the United States in every LG electronic phone, any LG device that is powered by one of their batteries -- because LG Chem is a part of the LG global family unit; they all cross pollinate and utilize each other's products.

It is not a valid basis to deny jurisdiction just because this one widget you know we don't know exactly how it got there because they are putting all kinds of widgets into our market and they enjoy the benefits of that.

And although she is right that some of the case law says you can't use one subsidiary's connection to a state as the basis for jurisdiction using the parent. I do think it is telling as to what type of business contacts

and their intent to utilize the South Carolina business market is that their wholly owned subsidiary LG Chem America, Incorporated has a certificate of authority to do business in South Carolina.

What would be the purpose of that other than to further the parent company's business? And so I think it's just kind of a strange reason to suggest that the constitutional inquiry is just limited to this one widget or this one 18650 when in the reality LG Chem wants and expects for South Carolinians to utilize their battery products in various applications every single day.

You know this move towards automotive -- electric automotive -- electric automobiles that's one of their biggest markets right now. They're trying and they've got LG Chem Michigan that they've set up now to make batteries to put into Ford cars or put into other electric vehicles.

And they're going to be all over the roads. I mean it's just -- this is not like the Supreme Court discussed in the oral argument in the Ford case you know a woodworker in Maine who is going to get sucked up into litigation in California because he sent a bird house there over the Internet.

That's not this case. This is a multi-national global manufacturer that knows that its lithium ion

products are being sent to and utilized in South Carolina. And there is nothing unfair about subjecting them to jurisdiction here just as the other South Carolina Circuit Courts have found.

They have the ability to defend the case on the merits about what the design intent for these individual batteries were or this quote unquote black market unauthorized use if in fact that is true. That is something that we can just litigate on the merits.

But there is nothing undue or unfair about subjecting them to jurisdiction here. And I think that's it. I'd be happy to answer any questions Your Honor has. I'm sorry for rambling on. It's an interesting issue.

THE COURT: All right. Ms. Hedley, do you want to respond?

MS. HEDLEY: Yes. Thank you, Your Honor. There are a couple of points that counsel raised that I want to mention. But first, I'm just going to quote so I'm looking down as I'm reading but from Ford. The Supreme Court said:

Ford had advertised, sold, and serviced those two car models in both states for many years. And then in parenthesis contrast a case which we did not address in which Ford marketed the models in only a different state or region. And that's 141 S. Ct. at 1028.

So to the extent that counsel is arguing that hey, lithium ion batteries it's all just one big thing; it doesn't matter what kind. I think the Ford case makes clear that it does. And I think counsel's argument is also hey look, this is a big company. This is not a Mom and Pop shop. This is not a small woodworker.

But that is exactly -- when Bristol Myers was decided the California Supreme Court had adopted what the Supreme Court described as a sliding scale approach to jurisdiction. In other words the bigger the company and the more business it did in the state the more attenuated that connection could be.

And so if you had a big company that did a lot of business California Supreme Court said just as counsel is saying you know we don't have to look so hard at this. But the United States Supreme Court said no, that is not the law.

Case-linked jurisdiction means exactly what it says. General jurisdiction is different but case-linked jurisdiction it matters what the claim is. It matters particularly what the specific claims at issue are in the case.

We're not talking about electric vehicles. We're not talking about electric buses; we're not talking about scooters. We're not talking about a product that was

manufactured with a cell that LG Chem had sold. And there are many different fact patterns that we could be talking about if that were the case that we're not. It would matter whether LG Chem you know the manufacturer was in the state of South Carolina or was somewhere else in the United States, or was somewhere else in the world.

But we're not talking about any of those things. I think counsel is sort of deferring attention away from these spreadsheets and is not wanting to say whether it is accurate or it's not accurate about how many 18650 cells are on any of those voluminous charts which my eyes are, I'll admit my eyes are a little old to read charts but they are searchable.

And so you can zoom in and scan them down which I've done and I've also searched them. And any of the products that counsel is talking about that say anything about being a lithium ion battery in South Carolina are going to car manufacturers.

And again, they're not going to Target and Best Buy and Walmart for people to go pluck them off the shelves. They're going to car manufacturers to put in cars. But again it wouldn't matter. They can't be confused; they're not the same product. And the Supreme Court in recent years in Bristol Myers, in Goodyear, in Ford has made very clear that case-linked jurisdiction has to be

exactly that; case-linked. And coming in and saying that this is a big defendant, they sell a lot of products, they do a lot of business and therefore you should hold them subject to jurisdiction. Respectfully, that's just not the law.

I do think it is telling that counsel brings up this subsidiary again because again referring to these other cases I'll just mention in some of these other cases, these orders, these trial court orders, LGCAI the subsidiary entity which is headquartered in Georgia was sued as a defendant. That's not the case here.

But in some of those other courts LGCAI was sued as a defendant. And those courts said you know what you've done enough. There is personal jurisdiction over LG Chem and LG Chem America; let's go ahead. But there was evidence put in those cases which we submitted to the Court with our reply where LG Chem America said we never ever, never ever had any revenue from supplying lithium ion batteries into South Carolina.

And so on those import charts if Your Honor looks at them, and there are a lot of statements made in the briefs that was in the import charts. But I'll tell you what's not in the import charts. There is not an import which is showing lithium ion batteries coming into South Carolina that LG Chem America is supplying. That's not

there because that's not what they were doing. They were distributing petrochemical products, methacrylate, and latex and silicic or acrylic acid and products like that.

So again we do think the specific product matters and the specific type of claims matters and that's the Supreme Court case law. I'm not going to go into talking about the merits because I think that specific jurisdiction and due process in general is the point of it is not to talk about the merits; who's right, who's wrong, what are the merits of the claims.

There is no place for that in a jurisdictional analysis. It doesn't matter how big the company is. What matters is whether the claims arise out of or relate to contacts the defendant formed with the forum state. Here they do not.

And to the extent counsel suggested that since the Supreme Court's decision in Ford other courts in other jurisdictions had rejected this argument. Respectfully I would like to correct the record on that.

And just in neighboring Georgia the District Court there granted similar motions to dismiss seven cases. Those were out-of-state plaintiffs. But also, but also those out-of-state plaintiffs asked that Federal Court to transfer the cases to the states where they bought the battery, used the battery, and claimed injury. And the

federal judge denied that and said no, you haven't shown that there is jurisdiction in that state where you want to go and so I'm not going to transfer it there. So that is relevant.

And so that's seven cases by this District Court as well as several appellate decisions in Texas and in California, just a few weeks ago in California that we referenced to the Court. That was decided on I believe December 16th. And the cases that I'm talking about were decided after Ford.

So in addition to the many, many courts that have applied the same standard arises out of or relates to. And that was the standard that was applied by the Supreme Court of Missouri, by the Court of Appeals in Washington state, by Courts of Appeal in Texas and California.

And what has happened here in South Carolina in these trial courts those decisions are what they are. Two of them didn't provide any reasoning. For example, the Holtzendorff case, it was just a Form 4 order that said denied.

And so there is no reasoning there. And if the Court were actually to read those decisions I think Your Honor would find a lot of different reasons supporting those decisions, which furthers my point that the reason that there is not a consistent analysis is because again

respectfully the law says that due process is not satisfied here.

And so again we respectfully request that the Court grant the motion and dismiss LG Chem for lack of personal jurisdiction. Thank you, Your Honor.

THE COURT: All right. Well, it's interesting and worthy of some review. I've got a lot of evidence to go through so I'll take it under advisement and let y'all know what I decide, okay.

MS. HEDLEY: Thank you, Your Honor.

MR. MOORE: Thank you, Judge.

THE COURT: All right.

********END OF TRANSCRIPT OF RECORD********

C E R T I F I C A T E

I, the undersigned, Joyce C. Rueger, Official Circuit Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is, to the best of my ability, a complete Transcript of Record of the proceedings had, using WebEx videoconferencing, and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina on the 18th day of January, 2022.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

January 28, 2022

_____

Joyce C. Rueger, CVR-M
Court Reporter

EXHIBIT B

From: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Sent: Wednesday, January 26, 2022 9:24 AM
To: Rachel Hedley
Cc: chris@richardsonthomas.com; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise; Deirdre McCool
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

Good morning Counsel,
Defendant's Motion to Dismiss is GRANTED. Defendant Counsel will prepare a proposed order for Judge Young's review and signature.

Michael E. Secrist
Law Clerk to The Honorable Roger M. Young, Sr.
100 Broad Street
Charleston, South Carolina 29401
Office: (843) 958-2015
Email: RYounglc@sccourts.org

From: Young, Roger Law Clerk (Michael Secrist)
Sent: Tuesday, January 11, 2022 3:45 PM
To: 'Rachel Hedley' <rachel.hedley@nelsonmullins.com>
Cc: chris@richardsonthomas.com; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

Received, thank you Ms. Hedley.

Michael E. Secrist
Law Clerk to The Honorable Roger M. Young, Sr.
100 Broad Street
Charleston, South Carolina 29401
Office: (843) 958-2015
Email: RYounglc@sccourts.org

From: Rachel Hedley <rachel.hedley@nelsonmullins.com>
Sent: Tuesday, January 11, 2022 3:23 PM
To: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Cc: chris@richardsonthomas.com; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Dear Mr. Secrist,

We represent Defendant LG Chem, Ltd. ("LG Chem") in the above-referenced matter. The hearing on LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction is currently scheduled before Judge Young on January 18, 2022, at 2:30pm via WebEx (currently No. 8 on the court motions roster).

Please find attached a courtesy electronic copy of documents filed in support of LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction, including:

1. LG Chem's Motion to Dismiss supported by the Affidavit of Hwi Jae Lee, filed on July 15, 2021.
2. Memorandum in Support of LG Chem, Ltd.'s Motion to Dismiss, filed on January 7, 2022, the date set by the Court to submit memoranda.
3. Reply Affidavit of Mr. Hwi Jae Lee in further support of LG Chem's Motion to Dismiss, filed today (January 11, 2022) pursuant to SCRCP 6(d).
4. LG Chem's Motion for Leave to File Reply Memorandum of Law and Notice of Supplemental Authority, with attached proposed Reply Brief and three exhibits, filed today (January 11, 2022) in further support of LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction.

Opposing counsel are copied on this email.

We appreciate the Court's time and consideration.

Respectfully submitted,
Rachel Hedley

RACHEL ATKIN HEDLEY PARTNER
rachel.hedley@nelsonmullins.com
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EXHIBIT C

From: Rachel Hedley
Sent: Wednesday, February 2, 2022 11:58 AM
To: Young, Roger Law Clerk (Michael Secrist)
Cc: chris@richardsonthomas.com; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise; Deirdre McCool
Subject: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663
Attachments: Fleming v. Planet Vape et al. Proposed Order granting Defendant's Motion to Dismiss.docx

Good morning, Mr. Secrist,

Please see attached in Word a Proposed Order granting Defendant LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction, for Judge Young's review.

We will also file the Proposed Order today.

We appreciate the Court's time and consideration.

Respectfully submitted,
Rachel Hedley

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Subject: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

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Please find attached a courtesy electronic copy of documents filed in support of LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction, including:

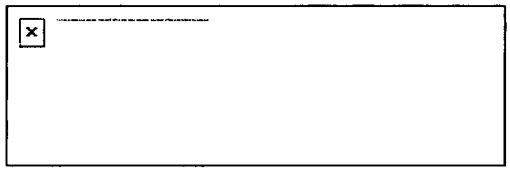
1. LG Chem's Motion to Dismiss supported by the Affidavit of Hwi Jae Lee, filed on July 15, 2021.
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3. Reply Affidavit of Mr. Hwi Jae Lee in further support of LG Chem's Motion to Dismiss, filed today (January 11, 2022) pursuant to SCRCP 6(d).
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Opposing counsel are copied on this email.

We appreciate the Court's time and consideration.

Respectfully submitted,
Rachel Hedley



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~~~

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
REID FLEMING,	)	Civil Action No. 2021-CP-1001663
	)	
Plaintiff,	)	
	)	
vs.	)	**(PROPOSED) OPINION AND ORDER GRANTING DEFENDANT LG CHEM, LTD.'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION**
	)	
THE PLANET VAPE, LLC;SCECIGARETTE, LLC; LG CHEM, LTD.;	)	
	)	
Defendants.	)	
	)	

Before the Court is Defendant LG Chem, Ltd.'s ("LG Chem") Motion to Dismiss for Lack of Personal Jurisdiction. Having fully considered all of the parties' arguments raised in the motions, memoranda, exhibits, submissions, and the arguments of counsel at the video hearing held on January 18, 2022, the Court grants LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction.

FACTS

The relevant facts are as follows: Plaintiff Reid Fleming is a resident of Anderson County, South Carolina. (Complaint, filed April 12, 2021, ¶ 1.) Plaintiff alleges that prior to the accident at issue, he purchased a number of lithium ion batteries from Defendants The Planet Vape ("Planet Vape") and SCECIGARETTE, LLC ("SC E-Cigarette") for use with his vaping device. He further alleges that these retailers marketed or represented the batteries as being an LG brand. (*Id.* ¶¶ 20, 21) Plaintiff also alleges that on or around May 24, 2018, he was injured when one of these lithium ion batteries exploded in his pocket (*id.* ¶ 31).

LG Chem, Ltd. is a Korean corporation with its headquarters and principal offices in Seoul, South Korea. (Aff. of Hwi Jae Lee, dated July 13, 2021, ¶ 7; Compl., ¶ 4.) The uncontroverted evidence shows the following: LG Chem has never designed, manufactured, distributed, advertised, or sold its lithium ion battery cells to consumers for use as standalone, replaceable batteries in South Carolina or anywhere else. (Lee Aff., ¶¶ 16–17.) Instead, the 18650 lithium ion cells that LG Chem manufactured are industrial component parts; they are not standalone, replaceable consumer batteries, and they were not designed to be handled by consumers. (*Id.* ¶ 16). LG Chem never authorized anyone to advertise, distribute, or sell its lithium ion cells to individual consumers for use as standalone, replaceable batteries in South Carolina, or anywhere else. (*Id.* ¶¶ 20, 21.)

In support of its motion, LG Chem provided two affidavits of Mr. Hwi Jae Lee, dated July 13, 2021 and January 11, 2022. In opposition to the Defendant's Motion to Dismiss, Plaintiff provided the Affidavit of Plaintiff's counsel, dated January 7, 2022, attaching copies of LG Chem's 2018 and 2017 financial statements; import data; a Certificate of Authority and Business Registration for a subsidiary of LG Chem; and orders from a North Carolina federal district court and other South Carolina trial courts. Plaintiff also provided the Declaration of Nickie Bonenfant, dated August 10, 2021, and Appendices.

LEGAL STANDARD

"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). "Courts will take as true the allegations of the nonmoving party and resolve all factual disputes in its favor." *Brown v. Inv. Mgmt. & Research,*

Inc., 323 S.C. 395, 399, 475 S.E.2d 754, 756 (1996) (resolving, in plaintiff's favor, conflicting facts set forth in affidavits from witnesses in opposing parties).

Jurisdiction may be general or specific. *Coggeshall v. Reprod. Endocrine Assocs. of Charlotte*, 376 S.C. 12, 16, 655 S.E.2d 476, 478 (2007). Plaintiff conceded at the hearing that general jurisdiction is not at issue. To establish specific jurisdiction, a plaintiff must show that both South Carolina's long-arm statute and constitutional due process are satisfied. Due process requires that a defendant has sufficient minimum contacts with the forum state such that maintenance of suit does not offend traditional notions of fair play and substantial justice. *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005).

To satisfy due process, the Court must find that (1) the defendant has the requisite minimum contacts with the forum, without which the court does not have the power to adjudicate the action (the power prong); and (2) the exercise of jurisdiction would be "reasonable" or "fair" (the fairness prong). *See S. 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*, 363 S.C. at 491–94, 611 S.E.2d at 509–10; *Power Prods.*, 379 S.C. at 433–35, 665 S.E.2d at 665–67; *Ford Motor Co. v. Montana Eighth Jud. Dist.*, 141 S. Ct. 1017, 1025 (2021); *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; *Power Prods.*, 379 S.C. at 432, 665 S.E.2d at 665.

DISCUSSION

The Court concludes that Plaintiff has not satisfied his burden of establishing personal jurisdiction over LG Chem, Ltd.

Plaintiff's suit arises from injuries he allegedly suffered from use of a 18650 lithium ion battery to power his electronic cigarette device. Plaintiff alleges he purchased the battery from either Defendant Planet Vape or SC E-Cigarette and that the battery was originally manufactured by LG Chem. LG Chem's motion was supported by admissible evidence that (1) it never designed, manufactured, distributed, advertised, or sold 18650 lithium ion cells for sale to or use by individual consumers as standalone, replaceable batteries; and (2) it never authorized anyone to sell its 18650 lithium ion cells directly to consumers as standalone, replaceable batteries.

1. The allegations of Plaintiff's complaint do not establish a prima facie case of jurisdiction.

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 (1) in the complaint or (2) in affidavits. *See Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508; *Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 150, 723 S.E.2d 835, 839 (Ct. App. 2012).

The Court agrees with Defendant that the allegations of Plaintiff's complaint, even if true, are not sufficient to make a prima facie showing of jurisdiction. Plaintiff did not allege or argue that LG Chem supplied 18650 lithium ion cells to a consumer market for vaping batteries in South Carolina. Instead, Plaintiff generically alleged that LG Chem conducted business in South Carolina and that LG Chem placed its product into the stream of commerce with the reasonable expectation that it would be used in South Carolina. Plaintiff did not plead any jurisdictional facts specific to the particular product at issue in this suit—a 18650 lithium ion cell that was re-sold as a standalone consumer battery. Plaintiff also did not plead any facts showing a connection between his claims and any action of the Defendant directed to South Carolina. Therefore, if the Court decided the motion based solely on the pleadings, the motion should be granted.

2. LG Chem's evidence that it did not serve a consumer market for standalone 18650 batteries in South Carolina was uncontroverted.

Additionally, "[w]hen a motion to dismiss attacks the allegations of the complaint on the issue of jurisdiction, the court is not confined to the allegations of the complaint but may resort to affidavits or other evidence to determine jurisdiction." *Coggeshall*, 376 S.C. at 16, 655 S.E.2d at 478. LG Chem supported its Motion with affidavits, and Plaintiff filed his own Affidavit, Declaration, and voluminous exhibits with attachments in opposition to the Motion.

None of the facts offered by the Plaintiff in opposition supported his burden of proof on jurisdiction. LG Chem's financial statements and the Certificate of Authority for its subsidiary do not provide evidence of any suit-related contacts between LG Chem and South Carolina. LG Chem submitted an uncontroverted affidavit showing that its subsidiary LG Chem America, Inc. ("LGCAI"), which is not a party to the case, is a separate and distinct entity with its own separate bank accounts, business records, and corporate officers, that manage and control its own day-to-day activities. (*See* Reply Lee Aff., ¶¶ 7–8.) Plaintiff did not show that non-party LGCAI's contacts could be imputed to LG Chem and, even if he had, he also did not show that non-party LGCAI engaged in any suit-related contacts with South Carolina.

In addition, the various charts described as import data, including those attached to the Affidavit of Plaintiff's Counsel and those attached to the Declaration of Nickie Bonenfant, do not provide information showing any suit-related contacts between LG Chem and South Carolina. Instead, at best, if admissible,[1] the charts would show only that LG Chem directed unrelated

[1] LG Chem objected that the records, which purport to be summaries of information maintained by the United States Department of Customs, lack authentication and foundation and are inadmissible hearsay. The Court need not decide the issue of admissibility because it agrees with Defendant that, even if admissible, the records do not provide any information that would support Plaintiff's burden of proof. Instead, the records further support LG Chem's admissible evidence

business to South Carolina entities, including shipment of petrochemical products such as "methyl acrylate," "acrylic acid," and "synthetic rubber," as well as shipment of electric vehicle batteries to car manufacturing companies. None of Plaintiff's exhibits reflect shipment of 18650 lithium ion cells to anyone in South Carolina, let alone anyone engaged in the consumer vaping industry.

3. Business activities unrelated to the claims at issue do not support specific jurisdiction over LG Chem.

At the hearing, Plaintiff argued it was enough to show that LG Chem supplied other type of lithium ion battery products (such as electric vehicle batteries) to South Carolina entities and that such activities were sufficiently "related" to his claims to satisfy constitutional due process.

The U.S. Supreme Court has repeatedly made clear that unrelated business activities in the forum state cannot support the exercise of specific jurisdiction, no matter how extensive those in-state activities are. Even sales of the **very same product** at issue cannot support the exercise of specific jurisdiction if unrelated to the litigation. *Bristol-Myers*, 137 S. Ct. at 1781 ("[E]ven regularly occurring sales of a product in a State do not justify the exercise of jurisdiction over a claim unrelated to those sales.") (quoting *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 930 n.6 (2011)).

And in *Ford*, the Supreme Court took care to point out that its decision was based on Ford's admitted in-state activities for the specific vehicles at issue—not just Ford cars, but specifically Ford Explorers and Crown Victorias. *Ford*, 141 S. Ct. at 1028 ("Ford had advertised, sold, and serviced *those two car models* in both States for many years. *(Contrast a case, which we do not address, in which Ford marketed the models in only a different State or region.)* In other words, Ford had systematically served a market in Montana and Minnesota for the very vehicles that the

---

that it did not supply 18650 lithium ion cells to a consumer market in South Carolina for standalone 18650 batteries.

plaintiffs allege malfunctioned and injured them in those States.") (emphasis added).

Therefore, the Court finds that even if Plaintiff's exhibits were admissible, shipping petrochemical products or lithium ion batteries to manufacturers in South Carolina is not sufficiently related to Plaintiff's personal injury claims to satisfy constitutional due process.

4. The "stream of commerce" theory does not support the exercise of specific jurisdiction over LG Chem on the facts of this case.

Plaintiff relied on a "stream of commerce" theory of jurisdiction as set forth in *State v. NV Sumatra Tobacco Trading, Co.,* 379 S.C. 81, 88, 666 S.E.2d 218, 221 (2008). Defendant argued that *Sumatra* is inconsistent with more recent U.S. Supreme Court precedents and that it is factually distinguishable in any event.

The Court need not resolve the question whether the *Sumatra* Court's formulation of the "stream of commerce" theory of jurisdiction is consistent with more recent U.S. Supreme Court decisions because the facts of this case are materially distinguishable. *Id.* at 88, 666 S.E.2d at 221 ("The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case.").

In *Sumatra*, the Indonesian cigarette manufacturer admitted that it intended to sell its cigarettes to consumers throughout the United States, including almost seven million cigarettes sold to consumers in South Carolina in one year as the direct result of its intended chain of distribution. *Id.* at 87–92, 666 S.E.2d at 221–24. Further, in *Sumatra*, the Indonesian manufacturer sold its cigarettes to its designated distributor, which then distributed the cigarettes to South Carolina for the specific purpose of distributing them to consumers as a consumer product. *Id.* at 86, 666 S.E.2d at 220.

By contrast here, even if LG Chem was the original manufacturer of the 18650 lithium ion cells (which has not been established), Plaintiff did not allege that LG Chem distributed its 18650

lithium ion cells directly to South Carolina consumers as a standalone product, or to any distributor or other intermediary for the purpose of supplying the cells directly to South Carolina consumers as a standalone product. And LG Chem's admissible evidence shows that LG Chem did not design, manufacture, distribute, advertise, or sell its 18650 battery cells directly to or for use by consumers, in South Carolina or anywhere else, as standalone, replaceable batteries and that it never authorized anyone else to do so either. These important facts distinguish *Sumatra* from the case here.

Further, the fact that the Plaintiff purchased and used the Defendant's product in South Carolina is not sufficient, even if the Defendant was aware that third parties might sell its product to consumers in the state without its authorization. "[I]t is the defendant's actions, not his expectations, that empower a State's courts to subject him to judgment." *J. McIntyre Mach., Ltd. v. Nicastro*, 564 U.S. 873, 883 (2011) (plurality op.); *Ford*, 141 S. Ct. at 1025 (the relevant "contacts must be the defendant's own choice").

As the South Carolina Supreme Court recognized in *Sumatra*, "[t]he 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." *Sumatra*, 379 S.C. at 89, 666 S.E.2d at 222 (emphasis added) (quoting *World-Wide Volkswagen Corp. v Woodson*, 444 U.S. 286, 297 (1980)). This standard was met in *Sumatra* in light of the volume of cigarettes the defendant admittedly distributed for sale to consumers throughout the United States, including seven million cigarettes to consumers in South Carolina. This standard is not met here, where LG Chem submitted uncontroverted evidence to establish that it did not distribute any 18650 battery cells to anyone for sale as a standalone product to consumers in South Carolina or anywhere else. (Affidavit of Hwi Jae Lee, ¶¶ 16–17, 19–21.)

5. Because Plaintiff has not met the "power prong" of the long-arm statute, the Court need not reach the fairness prong.

Because the power prong cannot be satisfied, the Court need not reach the fairness prong. Regardless, under the fairness prong, courts analyze 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." *S. Plastics Co.*, 310 S.C. at 263, 423 S.E.2d at 132 (citing *World–Wide Volkswagen*, 444 U.S. 286). Subjecting LG Chem to specific jurisdiction in South Carolina would be constitutionally unreasonable and unfair when LG Chem has no contacts with South Carolina related to the claims at issue. Accordingly, even if the power prong were satisfied, which it is not, the exercise of specific jurisdiction over LG Chem would not comport with fundamental fairness.

CONCLUSION

Based on the above principles, the Court concludes that due process does not allow the exercise of personal jurisdiction over LG Chem in this case. It is undisputed that general jurisdiction is lacking. As to specific jurisdiction, Plaintiff has not shown that his claims "arise out of or relate to" any contacts formed by LG Chem with South Carolina. The Court therefore finds that Plaintiff has not met his burden of establishing that this Court can exercise personal jurisdiction over LG Chem.

It is therefore ORDERED that LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction is GRANTED.

It is further ORDERED that LG Chem, Ltd. is DISMISSED from this action without prejudice.

This the ___ day of _____, 2022.

_____
Roger M. Young, Sr.
Circuit Court Judge, 9th Judicial Circuit

EXHIBIT D

From: Chris Moore <chris@richardsonthomas.com>
Sent: Wednesday, February 2, 2022 2:53 PM
To: Young, Roger Law Clerk (Michael Secrist); Rachel Hedley
Cc: john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise; Deirdre McCool
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663
Attachments: LGC prop order with Plaintiffs objections.docx

Michael,

Here is the proposed order with my one objection regarding the factual depiction of our allegations. It is on page four.

Plaintiff respectfully objects to the overall analysis in the Defendant's proposed order but obviously defers to the Court as to the content of its order.

Thank you for the opportunity to note our objection.

Respectfully,

CHRIS MOORE

RICHARDSON THOMAS

From: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Sent: Wednesday, February 2, 2022 2:24 PM
To: Chris Moore <chris@richardsonthomas.com>; Rachel Hedley <rachel.hedley@nelsonmullins.com>
Cc: john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

Thank you Mr. Moore, please send me any objections to the language by 4pm tomorrow.

Michael E. Secrist
Law Clerk to The Honorable Roger M. Young, Sr.
100 Broad Street
Charleston, South Carolina 29401
Office: (843) 958-2015
Email: RYounglc@sccourts.org

From: Chris Moore <chris@richardsonthomas.com>
Sent: Wednesday, February 2, 2022 2:05 PM
To: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>; Rachel Hedley <rachel.hedley@nelsonmullins.com>
Cc: john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

We were not provided an advance copy but were copied on the email to the Court.

If we can have until tomorrow to note any objections to the content of the order I'd appreciate it.

CHRIS MOORE

RICHARDSON THOMAS

From: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Sent: Wednesday, February 2, 2022 12:44 PM
To: Rachel Hedley <rachel.hedley@nelsonmullins.com>
Cc: Chris Moore <chris@richardsonthomas.com>; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

Thank you Ms. Hedley, does opposing counsel have any objections to the order before it is reviewed by Judge Young?

Michael E. Secrist
Law Clerk to The Honorable Roger M. Young, Sr.
100 Broad Street
Charleston, South Carolina 29401
Office: (843) 958-2015
Email: RYounglc@sccourts.org

From: Rachel Hedley <rachel.hedley@nelsonmullins.com>
Sent: Wednesday, February 2, 2022 11:58 AM
To: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Cc: chris@richardsonthomas.com; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

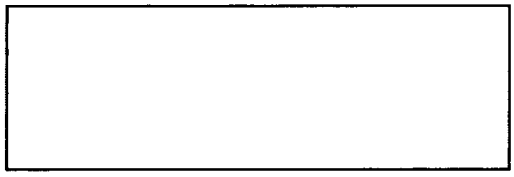
Good morning, Mr. Secrist,

Please see attached in Word a Proposed Order granting Defendant LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction, for Judge Young's review.

We will also file the Proposed Order today.

We appreciate the Court's time and consideration.

Respectfully submitted,
Rachel Hedley



RACHEL ATKIN HEDLEY PARTNER
rachel.hedley@nelsonmullins.com
MERIDIAN | 17TH FLOOR
1320 MAIN STREET | COLUMBIA, SC 29201
T 803.255.5565 F 803.256.7500
NELSONMULLINS.COM VCARD VIEW BIO

From: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Sent: Wednesday, January 26, 2022 9:24 AM
To: Rachel Hedley <rachel.hedley@nelsonmullins.com>
Cc: chris@richardsonthomas.com; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

Good morning Counsel,
Defendant's Motion to Dismiss is GRANTED. Defendant Counsel will prepare a proposed order for Judge Young's review and signature.

Michael E. Secrist
Law Clerk to The Honorable Roger M. Young, Sr.
100 Broad Street
Charleston, South Carolina 29401
Office: (843) 958-2015
Email: RYounglc@sccourts.org

From: Young, Roger Law Clerk (Michael Secrist)
Sent: Tuesday, January 11, 2022 3:45 PM
To: 'Rachel Hedley' <rachel.hedley@nelsonmullins.com>
Cc: chris@richardsonthomas.com; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

Received, thank you Ms. Hedley.

Michael E. Secrist
Law Clerk to The Honorable Roger M. Young, Sr.
100 Broad Street
Charleston, South Carolina 29401
Office: (843) 958-2015

Email: RYounglc@sccourts.org

From: Rachel Hedley <rachel.hedley@nelsonmullins.com>
Sent: Tuesday, January 11, 2022 3:23 PM
To: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Cc: chris@richardsonthomas.com; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Dear Mr. Secrist,

We represent Defendant LG Chem, Ltd. ("LG Chem") in the above-referenced matter. The hearing on LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction is currently scheduled before Judge Young on January 18, 2022, at 2:30pm via WebEx (currently No. 8 on the court motions roster).

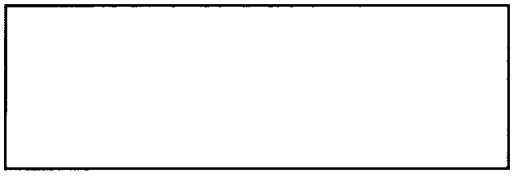
Please find attached a courtesy electronic copy of documents filed in support of LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction, including:

1. LG Chem's Motion to Dismiss supported by the Affidavit of Hwi Jae Lee, filed on July 15, 2021.
2. Memorandum in Support of LG Chem, Ltd.'s Motion to Dismiss, filed on January 7, 2022, the date set by the Court to submit memoranda.
3. Reply Affidavit of Mr. Hwi Jae Lee in further support of LG Chem's Motion to Dismiss, filed today (January 11, 2022) pursuant to SCRCP 6(d).
4. LG Chem's Motion for Leave to File Reply Memorandum of Law and Notice of Supplemental Authority, with attached proposed Reply Brief and three exhibits, filed today (January 11, 2022) in further support of LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction.

Opposing counsel are copied on this email.

We appreciate the Court's time and consideration.

Respectfully submitted,
Rachel Hedley



RACHEL ATKIN HEDLEY PARTNER
rachel.hedley@nelsonmullins.com

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~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.
~~~

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
REID FLEMING,	)	Civil Action No. 2021-CP-1001663
	)	
Plaintiff,	)	
	)	
vs.	)	**(PROPOSED) OPINION AND ORDER GRANTING DEFENDANT LG CHEM, LTD.'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION**
	)	
THE PLANET VAPE, LLC;SCECIGARETTE, LLC; LG CHEM, LTD.;	)	
	)	
	)	
Defendants.	)	
	)	

Before the Court is Defendant LG Chem, Ltd.'s ("LG Chem") Motion to Dismiss for Lack of Personal Jurisdiction. Having fully considered all of the parties' arguments raised in the motions, memoranda, exhibits, submissions, and the arguments of counsel at the video hearing held on January 18, 2022, the Court grants LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction.

FACTS

The relevant facts are as follows: Plaintiff Reid Fleming is a resident of Anderson County, South Carolina. (Complaint, filed April 12, 2021, ¶ 1.) Plaintiff alleges that prior to the accident at issue, he purchased a number of lithium ion batteries from Defendants The Planet Vape ("Planet Vape") and SCECIGARETTE, LLC ("SC E-Cigarette") for use with his vaping device. He further alleges that these retailers marketed or represented the batteries as being an LG brand. (*Id.* ¶¶ 20, 21) Plaintiff also alleges that on or around May 24, 2018, he was injured when one of these lithium ion batteries exploded in his pocket (*id.* ¶ 31).

LG Chem, Ltd. is a Korean corporation with its headquarters and principal offices in Seoul, South Korea. (Aff. of Hwi Jae Lee, dated July 13, 2021, ¶ 7; Compl., ¶ 4.) The uncontroverted evidence shows the following: LG Chem has never designed, manufactured, distributed, advertised, or sold its lithium ion battery cells to consumers for use as standalone, replaceable batteries in South Carolina or anywhere else. (Lee Aff., ¶¶ 16–17.) Instead, the 18650 lithium ion cells that LG Chem manufactured are industrial component parts; they are not standalone, replaceable consumer batteries, and they were not designed to be handled by consumers. (*Id.* ¶ 16). LG Chem never authorized anyone to advertise, distribute, or sell its lithium ion cells to individual consumers for use as standalone, replaceable batteries in South Carolina, or anywhere else. (*Id.* ¶¶ 20, 21.)

In support of its motion, LG Chem provided two affidavits of Mr. Hwi Jae Lee, dated July 13, 2021 and January 11, 2022. In opposition to the Defendant's Motion to Dismiss, Plaintiff provided the Affidavit of Plaintiff's counsel, dated January 7, 2022, attaching copies of LG Chem's 2018 and 2017 financial statements; import data; a Certificate of Authority and Business Registration for a subsidiary of LG Chem; and orders from a North Carolina federal district court and other South Carolina trial courts. Plaintiff also provided the Declaration of Nickie Bonenfant, dated August 10, 2021, and Appendices.

LEGAL STANDARD

"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). "Courts will take as true the allegations of the nonmoving party and resolve all factual disputes in its favor." *Brown v. Inv. Mgmt. & Research,*

Inc., 323 S.C. 395, 399, 475 S.E.2d 754, 756 (1996) (resolving, in plaintiff's favor, conflicting facts set forth in affidavits from witnesses in opposing parties).

Jurisdiction may be general or specific. *Coggeshall v. Reprod. Endocrine Assocs. of Charlotte*, 376 S.C. 12, 16, 655 S.E.2d 476, 478 (2007). Plaintiff conceded at the hearing that general jurisdiction is not at issue. To establish specific jurisdiction, a plaintiff must show that both South Carolina's long-arm statute and constitutional due process are satisfied. Due process requires that a defendant has sufficient minimum contacts with the forum state such that maintenance of suit does not offend traditional notions of fair play and substantial justice. *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005).

To satisfy due process, the Court must find that (1) the defendant has the requisite minimum contacts with the forum, without which the court does not have the power to adjudicate the action (the power prong); and (2) the exercise of jurisdiction would be "reasonable" or "fair" (the fairness prong). *See S. 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*, 363 S.C. at 491–94, 611 S.E.2d at 509–10; *Power Prods.*, 379 S.C. at 433–35, 665 S.E.2d at 665–67; *Ford Motor Co. v. Montana Eighth Jud. Dist.*, 141 S. Ct. 1017, 1025 (2021); *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; *Power Prods.*, 379 S.C. at 432, 665 S.E.2d at 665.

DISCUSSION

The Court concludes that Plaintiff has not satisfied his burden of establishing personal jurisdiction over LG Chem, Ltd.

Plaintiff's suit arises from injuries he allegedly suffered from use of a 18650 lithium ion battery to power his electronic cigarette device. Plaintiff alleges he purchased the battery from either Defendant Planet Vape or SC E-Cigarette and that the battery was originally manufactured by LG Chem. LG Chem's motion was supported by admissible evidence that (1) it never designed, manufactured, distributed, advertised, or sold 18650 lithium ion cells for sale to or use by individual consumers as standalone, replaceable batteries; and (2) it never authorized anyone to sell its 18650 lithium ion cells directly to consumers as standalone, replaceable batteries.

1. The allegations of Plaintiff's complaint do not establish a prima facie case of jurisdiction.

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 (1) in the complaint or (2) in affidavits. *See Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508; *Sullivan v. Hawker Beechcraft Corp.*, 397 S.C. 143, 150, 723 S.E.2d 835, 839 (Ct. App. 2012).

The Court agrees with Defendant that the allegations of Plaintiff's complaint, even if true, are not sufficient to make a prima facie showing of jurisdiction. Plaintiff did not allege or argue that LG Chem supplied 18650 lithium ion cells to a consumer market for vaping batteries in South Carolina. Instead, Plaintiff generically alleged that LG Chem conducted business in South Carolina and that LG Chem placed its product into the stream of commerce with the reasonable expectation that it would be used in South Carolina. Plaintiff did not plead any jurisdictional facts specific to the particular product at issue in this suit—a 18650 lithium ion cell that was re-sold as a standalone consumer battery. Plaintiff also did not plead any facts showing a connection between his claims and any action of the Defendant directed to South Carolina. Therefore, if the Court decided the motion based solely on the pleadings, the motion should be granted.

Commented [CM1]: Plaintiff objects to the factual accuracy of this section.
Plaintiff specifically alleges that LG Chem distributes batteries and battery products to, and through, South Carolina. Compl. At para. 9. This was also argued at the hearing. And plaintiff submitted import records showing battery shipments from LG to South Carolina ports.

2. LG Chem's evidence that it did not serve a consumer market for standalone 18650 batteries in South Carolina was uncontroverted.

Additionally, "[w]hen a motion to dismiss attacks the allegations of the complaint on the issue of jurisdiction, the court is not confined to the allegations of the complaint but may resort to affidavits or other evidence to determine jurisdiction." *Coggeshall*, 376 S.C. at 16, 655 S.E.2d at 478. LG Chem supported its Motion with affidavits, and Plaintiff filed his own Affidavit, Declaration, and voluminous exhibits with attachments in opposition to the Motion.

None of the facts offered by the Plaintiff in opposition supported his burden of proof on jurisdiction. LG Chem's financial statements and the Certificate of Authority for its subsidiary do not provide evidence of any suit-related contacts between LG Chem and South Carolina. LG Chem submitted an uncontroverted affidavit showing that its subsidiary LG Chem America, Inc. ("LGCAI"), which is not a party to the case, is a separate and distinct entity with its own separate bank accounts, business records, and corporate officers, that manage and control its own day-to-day activities. (*See* Reply Lee Aff., ¶¶ 7–8.) Plaintiff did not show that non-party LGCAI's contacts could be imputed to LG Chem and, even if he had, he also did not show that non-party LGCAI engaged in any suit-related contacts with South Carolina.

In addition, the various charts described as import data, including those attached to the Affidavit of Plaintiff's Counsel and those attached to the Declaration of Nickie Bonenfant, do not provide information showing any suit-related contacts between LG Chem and South Carolina. Instead, at best, if admissible,[1] the charts would show only that LG Chem directed unrelated

[1] LG Chem objected that the records, which purport to be summaries of information maintained by the United States Department of Customs, lack authentication and foundation and are inadmissible hearsay. The Court need not decide the issue of admissibility because it agrees with Defendant that, even if admissible, the records do not provide any information that would support Plaintiff's burden of proof. Instead, the records further support LG Chem's admissible evidence

business to South Carolina entities, including shipment of petrochemical products such as "methyl acrylate," "acrylic acid," and "synthetic rubber," as well as shipment of electric vehicle batteries to car manufacturing companies. None of Plaintiff's exhibits reflect shipment of 18650 lithium ion cells to anyone in South Carolina, let alone anyone engaged in the consumer vaping industry.

3. Business activities unrelated to the claims at issue do not support specific jurisdiction over LG Chem.

At the hearing, Plaintiff argued it was enough to show that LG Chem supplied other type of lithium ion battery products (such as electric vehicle batteries) to South Carolina entities and that such activities were sufficiently "related" to his claims to satisfy constitutional due process.

The U.S. Supreme Court has repeatedly made clear that unrelated business activities in the forum state cannot support the exercise of specific jurisdiction, no matter how extensive those in-state activities are. Even sales of the **very same product** at issue cannot support the exercise of specific jurisdiction if unrelated to the litigation. *Bristol-Myers*, 137 S. Ct. at 1781 ("[E]ven regularly occurring sales of a product in a State do not justify the exercise of jurisdiction over a claim unrelated to those sales.") (quoting *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 930 n.6 (2011)).

And in *Ford*, the Supreme Court took care to point out that its decision was based on Ford's admitted in-state activities for the specific vehicles at issue—not just Ford cars, but specifically Ford Explorers and Crown Victorias. *Ford*, 141 S. Ct. at 1028 ("Ford had advertised, sold, and serviced *those two car models* in both States for many years. *(Contrast a case, which we do not address, in which Ford marketed the models in only a different State or region.)* In other words, Ford had systematically served a market in Montana and Minnesota for the very vehicles that the

---

that it did not supply 18650 lithium ion cells to a consumer market in South Carolina for standalone 18650 batteries.

plaintiffs allege malfunctioned and injured them in those States.") (emphasis added).

Therefore, the Court finds that even if Plaintiff's exhibits were admissible, shipping petrochemical products or lithium ion batteries to manufacturers in South Carolina is not sufficiently related to Plaintiff's personal injury claims to satisfy constitutional due process.

4. The "stream of commerce" theory does not support the exercise of specific jurisdiction over LG Chem on the facts of this case.

Plaintiff relied on a "stream of commerce" theory of jurisdiction as set forth in *State v. NV Sumatra Tobacco Trading, Co.*, 379 S.C. 81, 88, 666 S.E.2d 218, 221 (2008). Defendant argued that *Sumatra* is inconsistent with more recent U.S. Supreme Court precedents and that it is factually distinguishable in any event.

The Court need not resolve the question whether the *Sumatra* Court's formulation of the "stream of commerce" theory of jurisdiction is consistent with more recent U.S. Supreme Court decisions because the facts of this case are materially distinguishable. *Id.* at 88, 666 S.E.2d at 221 ("The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case.").

In *Sumatra*, the Indonesian cigarette manufacturer admitted that it intended to sell its cigarettes to consumers throughout the United States, including almost seven million cigarettes sold to consumers in South Carolina in one year as the direct result of its intended chain of distribution. *Id.* at 87–92, 666 S.E.2d at 221–24. Further, in *Sumatra*, the Indonesian manufacturer sold its cigarettes to its designated distributor, which then distributed the cigarettes to South Carolina for the specific purpose of distributing them to consumers as a consumer product. *Id.* at 86, 666 S.E.2d at 220.

By contrast here, even if LG Chem was the original manufacturer of the 18650 lithium ion cells (which has not been established), Plaintiff did not allege that LG Chem distributed its 18650

lithium ion cells directly to South Carolina consumers as a standalone product, or to any distributor or other intermediary for the purpose of supplying the cells directly to South Carolina consumers as a standalone product. And LG Chem's admissible evidence shows that LG Chem did not design, manufacture, distribute, advertise, or sell its 18650 battery cells directly to or for use by consumers, in South Carolina or anywhere else, as standalone, replaceable batteries and that it never authorized anyone else to do so either. These important facts distinguish *Sumatra* from the case here.

Further, the fact that the Plaintiff purchased and used the Defendant's product in South Carolina is not sufficient, even if the Defendant was aware that third parties might sell its product to consumers in the state without its authorization. "[I]t is the defendant's actions, not his expectations, that empower a State's courts to subject him to judgment." *J. McIntyre Mach., Ltd. v. Nicastro*, 564 U.S. 873, 883 (2011) (plurality op.); *Ford*, 141 S. Ct. at 1025 (the relevant "contacts must be the defendant's own choice").

As the South Carolina Supreme Court recognized in *Sumatra*, "[t]he 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." *Sumatra*, 379 S.C. at 89, 666 S.E.2d at 222 (emphasis added) (quoting *World-Wide Volkswagen Corp. v Woodson*, 444 U.S. 286, 297 (1980)). This standard was met in *Sumatra* in light of the volume of cigarettes the defendant admittedly distributed for sale to consumers throughout the United States, including seven million cigarettes to consumers in South Carolina. This standard is not met here, where LG Chem submitted uncontroverted evidence to establish that it did not distribute any 18650 battery cells to anyone for sale as a standalone product to consumers in South Carolina or anywhere else. (Affidavit of Hwi Jae Lee, ¶¶ 16–17, 19–21.)

5. Because Plaintiff has not met the "power prong" of the long-arm statute, the Court need not reach the fairness prong.

Because the power prong cannot be satisfied, the Court need not reach the fairness prong. Regardless, under the fairness prong, courts analyze 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." *S. Plastics Co.*, 310 S.C. at 263, 423 S.E.2d at 132 (citing *World–Wide Volkswagen*, 444 U.S. 286). Subjecting LG Chem to specific jurisdiction in South Carolina would be constitutionally unreasonable and unfair when LG Chem has no contacts with South Carolina related to the claims at issue. Accordingly, even if the power prong were satisfied, which it is not, the exercise of specific jurisdiction over LG Chem would not comport with fundamental fairness.

CONCLUSION

Based on the above principles, the Court concludes that due process does not allow the exercise of personal jurisdiction over LG Chem in this case. It is undisputed that general jurisdiction is lacking. As to specific jurisdiction, Plaintiff has not shown that his claims "arise out of or relate to" any contacts formed by LG Chem with South Carolina. The Court therefore finds that Plaintiff has not met his burden of establishing that this Court can exercise personal jurisdiction over LG Chem.

It is therefore ORDERED that LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction is GRANTED.

It is further ORDERED that LG Chem, Ltd. is DISMISSED from this action without prejudice.

This the ___ day of _____, 2022.

_____
Roger M. Young, Sr.
Circuit Court Judge, 9th Judicial Circuit

EXHIBIT E

From: Rachel Hedley
Sent: Thursday, February 3, 2022 9:11 AM
To: Young, Roger Law Clerk (Michael Secrist); Chris Moore
Cc: john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise; Deirdre McCool
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663
Attachments: Fleming v. Planet Vape et al. Amended Proposed Order granting Defendant's Motion to Dismiss.docx

Good morning, Mr. Secrist,

Please see attached in Word an Amended Proposed Order granting Defendant LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction. The only changes are that the title is changed to (Amended Proposed) Opinion and Order and the one sentence at issue has been revised as set forth in my email below.

We will also file the Amended Proposed Order today.

Respectfully submitted,
Rachel Hedley

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From: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Sent: Thursday, February 3, 2022 8:52 AM
To: Rachel Hedley <rachel.hedley@nelsonmullins.com>; Chris Moore <chris@richardsonthomas.com>
Cc: john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

Thank you Ms. Hedley. Yes, please send me a revised order.

Michael E. Secrist
Law Clerk to The Honorable Roger M. Young, Sr.

100 Broad Street
Charleston, South Carolina 29401
Office: (843) 958-2015
Email: RYounglc@sccourts.org

From: Rachel Hedley <rachel.hedley@nelsonmullins.com>
Sent: Wednesday, February 2, 2022 3:21 PM
To: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>; Chris Moore <chris@richardsonthomas.com>
Cc: john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

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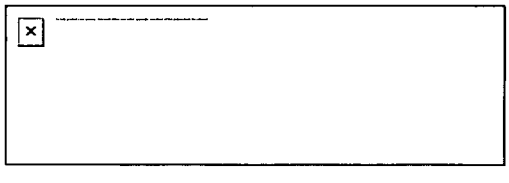
Dear Mr. Secrist,

Thank you for your email. Having reviewed Mr. Moore's comments, we believe both sentences are accurate as drafted, but we can revise the first sentence to substitute the words "lithium ion batteries and battery products" for the word "product" so the sentence more specifically states:

"Instead, Plaintiff generically alleged that LG Chem conducted business in South Carolina and that LG Chem placed its lithium ion batteries and battery products into the stream of commerce with the reasonable expectation that they would be used in South Carolina."

Please let me know if you would like us to submit a revised proposed Order.

Respectfully submitted,
Rachel Hedley



RACHEL ATKIN HEDLEY PARTNER
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From: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Sent: Wednesday, February 2, 2022 3:02 PM
To: Chris Moore <chris@richardsonthomas.com>; Rachel Hedley <rachel.hedley@nelsonmullins.com>

Cc: john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

Ms. Hedley,
Does Defendant wish to make that change proposed by Plaintiff counsel or is it Defendant's contention that that is how it should read?

Michael E. Secrist
Law Clerk to The Honorable Roger M. Young, Sr.
100 Broad Street
Charleston, South Carolina 29401
Office: (843) 958-2015
Email: RYounglc@sccourts.org

From: Chris Moore <chris@richardsonthomas.com>
Sent: Wednesday, February 2, 2022 2:53 PM
To: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>; Rachel Hedley <rachel.hedley@nelsonmullins.com>
Cc: john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

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Michael,

Here is the proposed order with my one objection regarding the factual depiction of our allegations. It is on page four.

Plaintiff respectfully objects to the overall analysis in the Defendant's proposed order but obviously defers to the Court as to the content of its order.

Thank you for the opportunity to note our objection.

Respectfully,

CHRIS MOORE

RICHARDSON THOMAS

From: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Sent: Wednesday, February 2, 2022 2:24 PM
To: Chris Moore <chris@richardsonthomas.com>; Rachel Hedley <rachel.hedley@nelsonmullins.com>
Cc: john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

Thank you Mr. Moore, please send me any objections to the language by 4pm tomorrow.

Michael E. Secrist

Law Clerk to The Honorable Roger M. Young, Sr.
100 Broad Street
Charleston, South Carolina 29401
Office: (843) 958-2015
Email: RYounglc@sccourts.org

From: Chris Moore <chris@richardsonthomas.com>
Sent: Wednesday, February 2, 2022 2:05 PM
To: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>; Rachel Hedley <rachel.hedley@nelsonmullins.com>
Cc: john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

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We were not provided an advance copy but were copied on the email to the Court.

If we can have until tomorrow to note any objections to the content of the order I'd appreciate it.

CHRIS MOORE

RICHARDSON THOMAS

From: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Sent: Wednesday, February 2, 2022 12:44 PM
To: Rachel Hedley <rachel.hedley@nelsonmullins.com>
Cc: Chris Moore <chris@richardsonthomas.com>; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

Thank you Ms. Hedley, does opposing counsel have any objections to the order before it is reviewed by Judge Young?

Michael E. Secrist
Law Clerk to The Honorable Roger M. Young, Sr.
100 Broad Street
Charleston, South Carolina 29401
Office: (843) 958-2015
Email: RYounglc@sccourts.org

From: Rachel Hedley <rachel.hedley@nelsonmullins.com>
Sent: Wednesday, February 2, 2022 11:58 AM
To: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Cc: chris@richardsonthomas.com; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Good morning, Mr. Secrist,

Please see attached in Word a Proposed Order granting Defendant LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction, for Judge Young's review.

We will also file the Proposed Order today.

We appreciate the Court's time and consideration.

Respectfully submitted,
Rachel Hedley



RACHEL ATKIN HEDLEY PARTNER
rachel.hedley@nelsonmullins.com
MERIDIAN | 17TH FLOOR
1320 MAIN STREET | COLUMBIA, SC 29201
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NELSONMULLINS.COM VCARD VIEW BIO

From: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Sent: Wednesday, January 26, 2022 9:24 AM
To: Rachel Hedley <rachel.hedley@nelsonmullins.com>
Cc: chris@richardsonthomas.com; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

Good morning Counsel,
Defendant's Motion to Dismiss is GRANTED. Defendant Counsel will prepare a proposed order for Judge Young's review and signature.

Michael E. Secrist
Law Clerk to The Honorable Roger M. Young, Sr.
100 Broad Street
Charleston, South Carolina 29401
Office: (843) 958-2015
Email: RYounglc@sccourts.org

From: Young, Roger Law Clerk (Michael Secrist)
Sent: Tuesday, January 11, 2022 3:45 PM
To: 'Rachel Hedley' <rachel.hedley@nelsonmullins.com>
Cc: chris@richardsonthomas.com; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: RE: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

Received, thank you Ms. Hedley.

Michael E. Secrist
Law Clerk to The Honorable Roger M. Young, Sr.
100 Broad Street
Charleston, South Carolina 29401
Office: (843) 958-2015
Email: RYounglc@sccourts.org

From: Rachel Hedley <rachel.hedley@nelsonmullins.com>
Sent: Tuesday, January 11, 2022 3:23 PM
To: Young, Roger Law Clerk (Michael Secrist) <ryounglc@sccourts.org>
Cc: chris@richardsonthomas.com; john@griffithlawyer.com; tosanders@sanderslawfirm.com; david@sanderslawfirm.com; Scott Moise <scott.moise@nelsonmullins.com>; Deirdre McCool <deirdre.mccool@nelsonmullins.com>
Subject: Reid Fleming vs. Planet Vape, LLC, et al., Case No. 2021CP1001663

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Dear Mr. Secrist,

We represent Defendant LG Chem, Ltd. ("LG Chem") in the above-referenced matter. The hearing on LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction is currently scheduled before Judge Young on January 18, 2022, at 2:30pm via WebEx (currently No. 8 on the court motions roster).

Please find attached a courtesy electronic copy of documents filed in support of LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction, including:

1. LG Chem's Motion to Dismiss supported by the Affidavit of Hwi Jae Lee, filed on July 15, 2021.
2. Memorandum in Support of LG Chem, Ltd.'s Motion to Dismiss, filed on January 7, 2022, the date set by the Court to submit memoranda.
3. Reply Affidavit of Mr. Hwi Jae Lee in further support of LG Chem's Motion to Dismiss, filed today (January 11, 2022) pursuant to SCRCP 6(d).
4. LG Chem's Motion for Leave to File Reply Memorandum of Law and Notice of Supplemental Authority, with attached proposed Reply Brief and three exhibits, filed today (January 11, 2022) in further support of LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction.

Opposing counsel are copied on this email.

We appreciate the Court's time and consideration.

Respectfully submitted,
Rachel Hedley



RACHEL ATKIN HEDLEY PARTNER
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~~~

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	
	)	**CERTIFICATE OF TECHNICAL FAILURE OR TECHNICAL DIFFICULTIES**
REID FLEMING,	)	
Plaintiff,	)	
vs.	)	
	)	Case No.: 2021-CP-1001663
THE PLANET VAPE, LLC; SCECIGARETTE, LLC; LG CHEM, LTD.	)	
Defendants.	)	

FILED
2022 FEB 22 PM 4:09
JULIE J. ARMSTRONG
CLERK OF COURT
BY DCA

Pursuant to the *South Carolina Electronic Filing Policies and Guidelines*, Rachel Hedley, Attorney for the Defendant LG Chem, Ltd., seeks to file the attached Defendant LG Chem, Ltd.'s Memorandum in Opposition to Plaintiff's Motion to Reconsider and Exhibits A-E by a Traditional Filing Method based on the inability to Electronically File the document. The inability to Electronically File the document was caused by:

☐ An announced Technical Failure of the Electronic Filing System;

☒ A technical difficulty that prevented the successful E-Filing of this document, which is described in detail below, including a statement certifying compliance with Section 9(d) of the Policies and Guidelines:

The above referenced document is being filed today at my direction through traditional filing method by delivering the document to the Clerk of Court's office during normal hours of operation. The e-filing system is unavailable for this filing. My client, Defendant LG Chem, Ltd., was dismissed for lack of personal jurisdiction by Ordered entered February 7, 2022, and was thereafter removed as an e-filing party by the Clerk's office. The Clerk's office has been contacted, but I am advised that the changes may not take effect for 24 hours. Defendant's deadline to file the above-referenced pleading is February 22, 2022, and therefore the pleading is filed by traditional means, with all parties served by electronic mail or regular mail, according to the Certificate of Service filed together with the above-referenced document and described below. I therefore certify compliance with Section 9(d) of the Policies and Guidelines.

☐ A Repeated Technical Difficulty, which is described in detail below, including a statement certifying compliance with Section 9(f) of the Policies and Guidelines:

; or

☐ The document is excluded from the requirement that it be E-Filed in accordance with Section 2(d) of the Policies and Guidelines.

I will serve this notice and the attached Defendant LG Chem, Ltd.'s Memorandum in Opposition to Plaintiff's Motion to Reconsider and Exhibits A-E on all parties to this action by: (1) Electronic Mail to Mr. Chris Moore, Esq. Counsel for the Plaintiff Reid Fleming, and Mr. Thomas O. Sanders, Esq. Counsel for the Defendant SCECIGARETTE, LLC; and (2) by U.S. Mail to Mr. John Griffith, Esq., Counsel for Plaintiff Reid Fleming and Mr. Christopher Brown, Registered Agent for Defendant The Planet Vape, LLC.

I declare under penalty of perjury that the foregoing is true and correct.

/S/*Rachel Hedley*
Attorney for Defendan Defendant LG Chem, Ltd.
1320 Main Street, 17th Floor
Columbia, SC 29223
803.255.5565
S.C. Bar No. 16941
rachel.hedley@nelsonmullins.com

STATE OF SOUTH CAROLINA	)	THE COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	DOCKET NO. 2021-CP-10-1663
	)	
	)	
REID FLEMING	)	
	)	
Plaintiff	)	
	)	
vs.	)	
	)	
THE PLANET VAPE, LLC, et al	)	
	)	
Defendants	)	
	)	TRANSCRIPT OF RECORD
	)	January 18, 2022
_____	)	WebEx videoconferencing

B E F O R E:

THE HONORABLE ROGER M. YOUNG, SR., JUDGE

A P P E A R A N C E S:

CHRISTOPHER JAMES MOORE, ESQ.
Attorney for the Plaintiff

RACHEL ATKIN HEDLEY, ESQ.
Attorney for Defendant LG Chem, Ltd.

JOYCE C. RUEGER,
Certified Verbatim Reporter-Master
Circuit Court Reporter

[Certified Copy of Transcript Provided to: Chris Moore, Esq.]

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No exhibits were introduced

PROCEEDINGS

THE COURT: Good afternoon. Can y'all hear me?

MS. HEDLEY: Good afternoon, Your Honor.

MR. MOORE: Good afternoon, Your Honor.

THE COURT: All right. So y'all are here on Fleming verses The Planet Vape?

MR. MOORE: Yes, sir.

THE COURT: All right. Are we waiting on anybody else?

MR. MOORE: I'm not waiting on anyone else, Judge. I do have an incoming new attorney who is finishing up her third year of law school that told me she was going to try to watch out of curiosity. And so I don't know if she is in a cue and has to be let in.

Her name Grace Babcock. If she doesn't belong here, that's fine. If she is available to join us I'd ask that she be permitted to do so but obviously that's totally up to the Court.

THE COURT: Sure. It's a public forum. Anybody can watch. But we're not waiting on her.

MR. MOORE: That's fine. If she's not here, she's not here so we can get started.

THE COURT: Okay. This is the defense's motion to dismiss. Are you handling that, Ms. Hedley?

MS. HEDLEY: Yes. Thank you, Your Honor.

THE COURT: All right. Go ahead.

MS. HEDLEY: May it please the Court? Thank you, Your Honor. My name is Rachel Hedley and I'm appearing on behalf of defendant LG Chem, Ltd. As Your Honor noted we are here on LG Chem's motion to dismiss.

Of course we submitted fairly lengthy briefing and I just wanted to briefly mention our motion was supported of course by the affidavit of Mr. Lee that we filed with the motion. We filed a memo of law on January 7th. We filed a reply affidavit of Mr. Lee and then we filed a very short motion for leave to file a short reply brief.

So that's in the record. If there is no opposition -- but we did that consistent with the Court's request for memos by January 7th. So I just wanted to mention that.

THE COURT: Okay.

MS. HEDLEY: Thank you, Your Honor. So, I'm going to talk just very briefly about some basic case facts and just touch on the high points of our argument. Again, we're here seeking a dismissal for lack of personal jurisdiction.

THE COURT: Let me ask you a question.

MS. HEDLEY: Of course.

THE COURT: The plaintiffs sent me I think five orders that's on the same thing. Y'all have lost five

times? Is there anything different about those other five that distinguishes them from this case?

MS. HEDLEY: Well, there are a couple of things I think, Your Honor. And first off respectfully to those other Courts our position is that they were not decided consistently with constitutional due process. One of them is on appeal with the Court of Appeals considering that issue.

One of them I wanted to mention and I'm going out of order but since Your Honor asked one of the cases which was Nicholas Roberts Judge Price denied the motion. And then subsequently the plaintiff determined that the battery that they thought was an LG brand because it was sold as an LG brand, it turned out it wasn't an LG brand and they dismissed the case.

And I bring that up only because it's part of this discussion about this chain of distribution, this supply chain. And in this case one thing that is different is that in this case the plaintiff appears to concede and pleads even in the complaint recognizing that LG Chem is not supplying these battery cells to individual consumers to Vape stores into this market.

And so some of the things that I think are different in addition to again respectfully my view that those were wrongly decided, some of they were decided before a more

recent decision by the United States Supreme Court as well as the complaint. And in each one of those cases what the plaintiffs argued was all we have to do is make certain allegations in the complaint and then we're off to the races. And so the allegations in this complaint are relevant and I think plaintiff has made that argument here.

And I don't think that taking those allegations as true satisfies the plaintiff's burden. But the allegations are different. And for example what Judge McKinnon had said in one of the cases which is on appeal right now was that look, I'm not saying there is jurisdiction. I'm just saying the plaintiff has done enough to sort of get past this threshold.

Y'all go ahead and you know fight it out and you can always bring your motion later at summary judgment, you can contest it after trial. I'm not finding that there is jurisdiction; I'm just saying that it is enough for the plaintiff to go forward.

And so in that regard I think the complaint is very relevant and the allegations in this complaint are different. I also don't think there is any reason to think that the plaintiff could amend it to make it better or more specific because there is not a good faith basis to allege the facts that would be needed. And then of

course the plaintiff has submitted various exhibits and things and asking the Court to look beyond the pleadings. So with that said that's my basis for distinguishing.

And then with the Court's permission I want to just briefly talk about general jurisdiction. I don't know if that is being opposed initially; I would not have thought so. I see Mr. Moore shaking his head so if that's not opposed I'll move on. Okay, thank you. I appreciate that.

So, the case facts, as the Court is aware from the briefing, is that the plaintiff in this case bought his batteries from either one or two stores. He says Planet Vape or South Carolina e-cigarette. Of course LG Chem did not do business with those stores or any Vape stores. I don't think that's in dispute.

The date of the incident was in May of 2018. And he alleges that he went to a Vape store, bought an 18650 battery cell as a standalone battery carrying it around in his pocket and it exploded and caused injury. That's the nature of the claim.

So LG Chem and of course I don't think it's in dispute but LG Chem no longer manufacturers these batteries due to a spin off transaction, which plaintiff acknowledges is not relevant. It happened after the incident so that's not relevant. But at the relevant

time LG Chem, Ltd. which is a Korean company manufactured these battery cells to sell them to sophisticated companies who would encase them with protective circuitry and put them in battery packs; never sold them to individual consumers to carry around in their pockets as standalone replaceable batteries.

And additionally, and I think the sort of elephant in the room the Sumatra case. And I know the plaintiff has taken the position that Sumatra is binding on this Court and controls the outcome. Sumatra is the South Carolina Supreme Court's most recent decision on personal jurisdiction involving a stream of commerce allegations. It was in 2008.

The United States Supreme Court has issued several important decisions on specific jurisdiction since then. And whether or not Sumatra can withstand scrutiny after those cases I think is open to question. I don't think it can but I'm not asking this Court to find against Sumatra. I think Sumatra is distinguishable, readily distinguishable on its facts and dealt with a different issue.

So before I talk about the legal principles that control the outcome I want to go out of order for a second. And I want to flip to talk about the spreadsheets, the lengthy spreadsheets that the plaintiff

submitted to the Court. And those spreadsheets were first attached I think with plaintiff's opposition and then they were attached to a declaration of Mr. Bonafont [phonetic]. I would object to them as inadmissible.

I don't think that Mr. Bonafont [phonetic] is capable of authenticating records purportedly summarized and kept by the United States government. He's purported to authenticate U.S. customs records. So for the record I object that they are not admissible. But more importantly I think they are irrelevant.

And the reason I want to bring it up is that I have carefully reviewed those records. And I'm glad; I don't want to try the Court's patience about going through each and every one of these appendices.

But I will say this; out of all those attachments and exhibits that purports to be import records for a period of 15 years from 2006 until 2021 many, many many years before the incident and several years after the incident.

In that time period of 15 years and all those spreadsheets I saw what appeared to be one, one entry that had anything to do with an 18650 lithium ion cell, which is the product at issue in this case. And that was a shipment that came into the United States in Long Beach, California that was delivered to an equipment

manufacturer in California. That's it. So all these spreadsheets and all these exhibits do not have any entries anywhere showing that LG Chem was shipping mass quantities or on those spreadsheets any quantities of 18650 battery cells into South Carolina.

So coming back to the main points of my argument on specific jurisdiction are first of all that the relevant contacts have to be contacts with the forum that were formed by the defendant, LG Chem, Ltd. They can't be formed by third parties; even a subsidiary although there aren't any subsidiary contacts really at issue here.

But even a subsidiary would not count but more importantly all of these third party entities, whoever they may be and I don't know who they are but whoever it is that supplied Planet Vape or South Carolina e-cigarette or any one of the many Vape stores where you could go buy a battery LG Chem had nothing to do with that.

And the United States Supreme Court's recent decisions make abundantly clear that specific jurisdiction requires a showing that the plaintiff's claims arise out of or relate to contacts the defendant formed with the foreign state.

So I think one thing that sets this case very much apart from Sumatra in Sumatra you had an Indonesian

manufacturer of United brand cigarettes. Sumatra sold them to a distributor for the purpose of distributing them throughout the United States and that distributor sold something like seven million cigarettes to South Carolina consumers.

LG Chem does not manufacture these battery cells for some distributor to turn around and sell them to all these consumers. In fact, LG Chem for the most part directly supplies its customers in the United States with these cells. They have three types or had at the time three types of customers in the United States; original equipment manufacturers, battery packers, and two distributors.

Those two distributors were not located in South Carolina. And they only resold the batteries to battery packers who were incorporating them with protective circuitry in various battery pack devices such as for example medical monitoring equipment.

Some of these packers might put them in power drills, cordless power tools; something I would never use, laptop computers and those types of products. But LG Chem was directly supplying to its customers and the customers were putting them into these products.

There is no allegation that somehow through those chains of distribution they were getting to these

consumers. But more importantly there is absolutely no allegation in the complaint and there is no evidence and nothing attached to the plaintiff's response that would allow the Court to find that LG Chem was supplying 18650 battery cells enmasse extensively into the state of South Carolina.

Now, I would argue that even if they were that still would not support jurisdiction and just a few weeks ago a California Court of Appeal made that very conclusion, which of course is not binding on this Court but it's the same analysis and I think it's relevant.

But in any event that's not the case here. So I don't think the Court needs to decide that issue because there is no evidence or allegation. And even if there were limited shipments coming into South Carolina plaintiff hasn't offered any evidence of that and hasn't alleged it.

To talk about lithium ion batteries generally we've talked about this in our briefing but I think again the United States Supreme Court's recent decisions particularly in Bristol Myers and in Ford made very clear and in Daimler make very clear that it is not unrelated business contacts. You cannot take a company and say this is a huge company. The sell all kinds of products and they do a lot of business. And I think that was the

plaintiff's argument, look at all these import records, look at all this business they were doing; that's good enough. But the Supreme Court of the United States says no, it's not good enough. It does not matter how extensive those contacts are if they're not related to the plaintiff's claims then they can't support the exercise of specific jurisdiction.

And even in Ford the Supreme Court took care to say we're talking about Ford Explorers and Crown Victorias; not even any kind of car. And so here an 18650 is a particular type of product. It's a standard in the industry.

I don't use their products, not a consumer product but it is a component and it just means the 18 is the 18 millimeters diameter, the 65 millimeters is the length, zero is cylindrical. So that's a size.

LG Chem was not the only manufacturer. Other manufacturers Panasonic, Sony, and Samsung made them. Somehow these entities are getting a hold of them and supplying them into this market but LG Chem was not doing that.

But additionally that particular size, that 18650 has many different models. And I'm not focused on the specific model, whatever it may be that the plaintiff claims was at issue but any type of 18650. The records

that they submitted talking about selling car batteries to companies in South Carolina there were some shipments again on those inadmissible spreadsheets. But that's not at all the same product.

It can't be confused. It's not the same size. It's not the same shape. And that's not something that goes to a car dealership where people go in there to buy that that goes to be included with the car; with an electric vehicle.

And so our position, Your Honor, is that the plaintiff cannot meet the burden, which is admittedly the plaintiff's burden of establishing that their claims arise out of or relate to any contacts that LG Chem formed with South Carolina.

That's the relevant standard. That's what the United States Supreme Court says. And nothing that the plaintiff has offered none of these import records and the allegations in the complaint are simply not specific enough.

And so with respect to what the other trial court decisions are which of course are not binding on this court, we would respectfully ask that the Court carefully review the allegations of the complaint. And carefully review the exhibits that the plaintiff has offered and the more recent decisions by the United States Supreme

Court and some of the other authorities we have shared showing what other courts have done in other neighboring jurisdictions in North Carolina, in Georgia, the Supreme Court of Missouri, Courts of Appeal in various states and recognize that constitutional due process cannot support the exercise of specific jurisdiction here.

And LG Chem should not be required to go through the burden of following this case through to then challenge jurisdiction again after trial when the plaintiff has not shown anything that would be constitutionally sufficient and consistent with the due process guarantees of the Constitution. And therefore, we ask that the Court grant the motion and dismiss LG Chem. Thank you, Your Honor.

THE COURT: How would your client ever get sued in the United States under your theory that they don't sell the individual product to an individual but they only sell it to manufacturers who repackage it someplace and then sell it in all the other states?

Basically, they are immune from suit if their product causes any harm under your theory. If they don't individually sell that battery to an individual but it's just something that gets used by a manufacturer who sells it as part of a bigger thing they can't be sued for that.

MS. HEDLEY: Well, yes, I appreciate the Court's question. And Your Honor, I was asked the very same

question by the justices on the Missouri Supreme Court and said is it your position that LG Chem could not be sued anywhere in the United States on a similar type of claim. And after my answer the Missouri Supreme Court agreed and said you're right there is no jurisdiction here.

And my answer to Your Honor would be we're not talking about any type of lawsuit. I'm not talking, I'm not taking a position on a lawsuit where if LG Chem supplied a sale to a battery packer and they put it in a battery pack for a power drill and there was some problem that's not what I'm talking about.

But I would respectfully submit that there is nothing that LG Chem is doing to supply to be part of this distribution chain. And so if LG Chem had never even sold these cells in the United States at all, just had never done it at all, we would be having the same situation.

The plaintiff would still say some other party wherever they got it if LG Chem exclusively sold to Europe or to Asia or somewhere else and never sold to anywhere in the United States it wouldn't change anything because they're not part of this chain of distribution.

And so due process contemplates fairness. Why should LG Chem expect to be sued by an individual

consumer that only got their hands on this product because of what third parties did? And I'm not talking about Ford where Ford said look, we sell cars ad nauseam to consumers. We didn't sell this car. That's not what I'm saying. I'm not saying that LG Chem sells these cells to consumers but not this one. Our position is that LG Chem does not sell these cells to consumers anywhere.

And I don't think it's relevant to the jurisdictional issue but I will just address plaintiff pled in the complaint that LG Chem hasn't tried to stop it. And that's just respectfully just not true. I mean there are, the LG Chem website if some plaintiff or individual consumer thought should I put one of these batteries in my device? You know the Vape store told me it's a great idea.

If they went to LG Chem's website it would say do not do it. There would be a big pop up warning do not do it. There were ads run in the full page ads in the New York Times do not do it. There are web campaigns that worked with you know it was in the industry ---

THE COURT REPORTER: --- I'm so sorry Ms. Hedley. Could you slow down just a little bit? Can you slow down just a bit?

MS. HEDLEY: I'm sorry. My apologies. I'm a

native New Yorker. I've lived here 20 years but sometimes I still talk too fast. I apologize for that.

THE COURT: Let me ask you this.

MS. HEDLEY: Yes?

THE COURT: I guess I'm having a little bit of well, I don't understand what the product is that -- this battery goes in like a Vape thing which I gather is some kind of electronic cigarette.

So this battery, where would this person have gotten this battery if not in a store in the United States? Are you saying well, they must have been in Europe or Mexico and bought it there and came back in. But you can't buy this product in the United States or in South Carolina?

MS. HEDLEY: No. What I'm saying Your Honor is yes I think a vaping device these Vape stores, so there might be there are certain devices that you might have seen. I don't Vape but I think you could buy them at any gas station. And it would just be sort of a contained thing that almost looks like a cigarette. You can't open it. You just sort of smoke it until it's done and then you throw it out.

These are a different kind of device; it's like a Mod. It's probably maybe the size of a fist, my fist, I have small hands; my children tease me, the size of a

small hand maybe a fist. And then the cell, which is being sold as a battery they put in and out of this device and sometimes in and out of a charger.

And because it's such a powerful cell what really ends up happening is that over time the wrapper can become degraded. And if somebody has it in their pocket which I believe is what happened in this case and then it touches something else like a key or a coin it can cause an interaction that sparks the cell.

And so -- but what I'm saying is that whatever this industry or the companies that makes these devices LG Chem does not do business with them. There are companies that manufacture these devices and they design them to use these very powerful cells.

People want to Vape and blow big clouds and they want more power so this sort of side industry has developed without the approval or authorization of LG Chem or these other legitimate manufacturers who are careful about who they sell to.

But somehow somewhere and I don't know where or how someone has gotten hold of these and brought them into the United States. My point was simply that if you look at these import records that the plaintiff has attached and again without waiver of my objections they are not admissible. But if you look at them you do not see these

cells coming into ports. I don't know how they're coming in. Maybe if the plaintiff has searched for somebody in the vaping industry it would show where they were coming from. But my point is that LG Chem is not supplying a consumer marker in South Carolina or anywhere in the United States with these cells ---

THE COURT: --- so these aren't like little batteries that I can go into the grocery store and they're at the checkout counter in double A's and triple A's and B's and C's? It's not that kind of battery?

MS. HEDLEY: It is not. And I'm glad you asked that because there is a place in the briefing where the plaintiff is quoting some phrases out of this Celgard decision from North Carolina.

And because of the way the quote is selectively removing words from the Court's actual opinion it makes it sound as though that LG Chem had said you're going to take our batteries off the shelves of Walmart and Best Buy.

That's not what that case was about by the way. It had nothing to do with the consumer Vaping market. No one even knew about that I don't think at the time. It was a technology dispute.

But if you read the full quote out of that decision they were saying that consumers who want to go to Walmart

and Best Buy and buy consumer electronic products that are manufactured with these cells embedded in them they won't be able to. You can't go get your laptop; you can't go buy your power drill because this supply chain will shut down.

And so no, LG Chem never sold these cells. You can't go to Target or Best Buy or Walmart and when you walk up to the end counter and you want to buy a battery there is no 18650 battery cells there.

It's just this industry that has popped up, this consumer Vaping industry, these Vape stores. Some of them are online. And a lot of them are brick and mortar stores.

And I don't know who's supplying it. I know that LG Chem is not. And so it's not like I'm saying that well sure, somebody else could have gone to Target and bought an 18650 battery cell and just popped it in the back of their power drill or cut the grass or trimmed the hedges; obviously not power drills. I don't use power drills.

But no, that's not what I'm saying. You can't do that. And so the only way that consumers are getting their hands on these cells to use them as standalone batteries is entirely through the efforts of third parties. LG Chem is not making contacts with South Carolina or anyone else in the United States.

But it's not making contacts with South Carolina to supply consumers with batteries. And so that is a very, very critical distinguishing feature from Sumatra, for example, again regardless of whether it is still viable after more recent cases. In Sumatra the United brand cigarettes sold them to the distributor so that the distributor would then sell them to American consumers, which is what the distributor did.

That is not what we have here. And we've put in admissible evidence. LG Chem did not supply them to anyone with knowledge that whoever was buying them was turning around doing this. So they were selling them to specific customers for a specific purpose.

And those customers in the U.S. it was a straight transaction was LG Chem directly to that battery pack. It was LG Chem directly to that original equipment manufacturer. And then the very limited cases that I mentioned these two distributors in other states.

So that's what I mean when I say -- if none of that were happening easily this whatever this industry is that had developed could still be acquiring these cells. And so that's why I take it all the way back to World-Wide Volkswagen that said a chattel cannot become an agent for service of process. The fact that a product that LG Chem manufactured somehow made its way into this

state is not enough under United States Supreme Court precedent. There has to be this relatedness. And a good example in my view is the Bristol Myers case.

Now in Bristol Myers you had out of state plaintiffs so that's a little bit different. But you had the defendant had an in-state distributor had I believe 250 sales representatives in the state, had research labs in the state, sold 900 million of the exact same pill in the state.

And the United States Supreme Court said that's a lot of contacts for that same exact drug, Plavix but that's not enough because there is no relationship to the claims by these out-of-state plaintiffs.

So here it flips it on its head. You've got an in-state plaintiff and that plaintiff bought that battery in the state but there is no connection to anything LG Chem did. And so that's why again, our position is that these more recent decisions don't change the law; they make it clear.

But the focus and particularly in the Ford case in March of last year made very clear that there has got to be that relatedness. And there is no relatedness here between the allegations in the complaint, which are too vague, or the exhibits that the plaintiff has attached and the plaintiff's claims. So nothing that LG Chem did

no contact with South Carolina it is anyway related to the plaintiff's claims. And that's why constitutional due process is not satisfied. Thank you.

THE COURT: All right. Let me ask you this because I'm still I guess trying to understand the product and arguably understand it by analogy. So this battery it actually fit into the Vape, okay, it's just it was too powerful for the particular Vape and was it designed to go in it?

MS. HEDLEY: Well, it wasn't designed to ever be handled by a consumer. It was only designed to go to a manufacturer who would incorporate it with protective circuitry embedded in a device; so you're not touching it.

Consumers are not supposed to be touching them. And that's not what they were manufactured or sold for and that's not what LG Chem's chain of distribution supplied them for.

And so whoever it is who got them out of that chain of distribution and put them in the hands of consumers the problem arises not by the manufacturer of the sale. The problem arises when the consumer is handling them.

And as I mentioned earlier the outside is getting degraded because they're in and out of these chargers where they're not supposed to be. They're not being

handled properly because they were never meant to be handled by consumers in the first place.

THE COURT: So when this thing blew up in the plaintiff's pocket was it inside of a Vape or was it just did he just have the battery in his pocket?

MS. HEDLEY: I would have to defer to plaintiff's counsel on that. I don't know which way it was. But I've seen instances in both situations. Often it's just loose in the pocket and people carry them around loose. I know that often Vape stores tell people don't carry it around loose in your pocket.

If you're going to carry it in your pocket put it in a plastic case. And the reason to do that is if the exterior wrapper is degraded and it's in a plastic case and it's in your pocket and then you put you know a quarter in there or your keys if anyone has metal keys anymore, but whatever you put in your pocket if it touches that degraded wrapper that's what causes, it could cause a short circuit.

And so that's why I think Vape stores often say put it in a plastic container. If you go to LG Chem's website they would say or any of the campaigns that I mentioned earlier and the website warnings and all the various efforts to stop people from doing this cease and desist letter campaigns all of these efforts to stop this

said individual consumers are not meant to be handling these cells. And so it's not like a double A battery that you just go to Target and buy.

And so I'm not suggesting that well, if you've gone to Target and bought the battery and used it for your power drill we'd be fine. But because you used it for your Vape we're not fine.

What I'm saying is that LG Chem was not involved in supplying any consumer market to be buying these cells as a standalone consumer product.

THE COURT: So this is some kind of black market sort of thing, the super charged Vapes? I'm so not aware of the -- I know, I see these stores, I see people smoking electronic things but I don't have a clue as to what actually happens there. So there is like a black market to super charge these things?

MS. HEDLEY: Right. So ---

THE COURT: --- and just use them as replacement batteries in the event that something goes bad, which is -- or both?

MS. HEDLEY: Well I think -- and it's funny Your Honor uses that phrase because I believe that's the phrase that Federal District Court in Washington State used a couple of years ago when granting a similar motion to dismiss and focusing on how did the product get to the

state? Was it the result of some chain of distribution of this defendant? No. And I think he used that same phrase that Your Honor is using, this market.

But I think it's not just -- I think it's because they're so powerful that they can create these extra clouds. And so it's the manufacturers of the devices which generally I do not believe are U.S. companies are designing them to use with these cells but they're not affiliated with the cell manufacturer, they're not affiliated with LG Chem. And LG Chem's entire public communications about this are don't do it. Don't touch them.

It's not like we're saying it's okay to use it for your camera but don't use it for your Vape. These particular cells are meant to be an industrial component product, not a standalone consumer product. So an industrial component that goes to entities that know how to handle them, put them pack them with protective circuitry.

And the reason for that is they're now in a battery pack or in the back of your laptop computer where you're not going to open it and touch it. I mean you can't touch it, you can't handle it, you're not sliding it in and out of a charger so it's less likely for that wrapper to degrade and ultimately lead to this type of incident.

THE COURT: Okay. All right, well Mr. Moore?

MR. MOORE: Thank you, Your Honor. A couple of things really quickly before I forget. We would submit that our pleadings are substantially similar at least to those involved in the other claims for which you have orders in South Carolina. And I have an identical motion.

In fact, I'm not aware of any Court in South Carolina granting this particular motion. And I'm aware of other Courts denying these motions against this particular defendant as well albeit there are some that have granted it.

I'm not sure that there are since the most recent Ford v Bandemer and the Montana cases but Ms. Hedley could probably speak to that better than I. You know I don't really know and have not been able to verify the veracity of this claim that you know at no point in time did LG ever intend or sell or intend for these cells to be used individually or distribute or sell them for that purpose. We've always kind of taken them at their word on that.

And one of the reasons we're very specific in our complaint even in this case to at least on its face accept that is because I think I sued LG probably in 2015 or 2016 in Federal Court here in the district of South

Carolina in a case in which consequently they waived their personal jurisdiction defenses or consented to the Court's jurisdiction.

And so they have known and there were cases I believe before mine if I'm not mistaken but they've known at least since the Dietrich [phonetic] case in 2015 that this industry was utilizing its battery products to power their devices.

And so one of the things we allege in addition to product defect and lack of certain safety features that these batteries sometime utilize is that they've done precious little to actually take command of their distribution chain to get their arms around why are these batteries ending up in Vape stores across the nation.

Why are they defending over a 100 lawsuits in the U.S. related to people really hurting themselves as a result of their batteries having exploded while being individually used? And it's not just the Vape.

Obviously that's the industry that has I guess exploded in popularity over the last six or seven years and utilizes it probably the most. But I've also seen these cells used in flashlights and other individual applications.

In fact I've seen not necessarily with LG but in the case of Samsung, which makes the same type of battery,

they actually included in product spec sheets from the early 2000's individual warnings like don't put this in a purse or don't carry this around with loose change individually because it can hurt you.

And they do hurt people. They cause very violent explosions when they experience a short circuit event. And in all of these cases we're dealing with fairly serious burn injuries. And so what the strategy has been both for LG and for Samsung is to narrow the focus of this jurisdictional inquiry to an 18650 lithium ion battery, okay? Fair enough. That may be a merits defense.

All of this business about hey, we don't design these for individual use or oh, we don't want people using these individually that's fine. That's something we can talk about in the merits and that can be a defense for the litigation and they can defend this kind of passive warning strategy that they have where rather than find out what their customers are doing with their cells and why there are millions of these batteries that people are using individually in the U.S.

And just so you know up until you know the last two or three years before this you could probably buy an LG individual battery on Amazon. You can probably still buy them on Alibaba and some of these foreign e commerce

websites. But in any event we don't think the jurisdictional focus is so narrow. And that's because the 18650 is a form factor. What LG Chem makes and claims to be a global leader, a Ford Motor Company so to speak, is lithium ion batteries.

There are 18650 lithium ion batteries; there are 22650 lithium ion batteries. There are lithium polymer batteries which are pouches which power LG Chem phones -- I'm sorry, LG electronic phones, LG tablets, power tools, e bikes, vehicles. It would not surprise me Your Honor that there is some device in your office right now that is being powered by an LG Chem lithium ion battery.

That's what they make and that's what they sell throughout the U.S. and across the world lithium ion batteries. And I point that out because I think there is a jurisdictional inquiry. That's the point. That's the main question. And Ms. Hedley said she went through the spreadsheets and found one reference to the 18650 lithium ion cell shipment.

And that may be true but there are dozens of them in these spreadsheets that we have submitted that say lithium ion batteries or reference battery products including I think -- and even more recently they're shipping battery products to Volvo I believe or even to Ford; not in South Carolina but through the port of

Charleston to Volvo in South Carolina. And I don't think they would take the position with Your Honor today that they don't sell products and intend to serve the market in the state of South Carolina or use our ports to further their business interests in South Carolina and other states in the southeast.

And I think that is what matters. They're drawing this distinction of 18650 that would be like the Sumatra case and then drawing a distinction between light cigarettes and ultra light cigarettes or Sumatra red cigarettes.

And in that case the Supreme Court, and it's still good law here says regardless of how the cigarettes arrived in South Carolina the minimum contact was established by the fact that Sumatra intended to serve a market in the U.S. with its cigarette products.

That was the law in World-Wide Volkswagen and since the recent decision in Ford that is still the law. Now my friend drew this distinction between Bristol Myers and the Ford cases to suggest that somehow you know we fall outside of what is constitutionally permissible.

In Bristol Myers yes, the Court said look we've got all of these California contacts. But you plaintiffs that don't have any business in the California courts you cannot bring your claims here because none of you bought

the product in California, none of you used the product in California and none of you were injured by the product in California. It was classes of out of state plaintiffs that were trying to bring similar claims in California.

And that's fine so the Supreme Court looked at this issue again in Ford just last year and they said Ford you've got a ton of Montana and Minnesota contacts. You sell vehicles everywhere in these states. And yes, this particular vehicle that was involved in these two fatal collisions was not sold there. They were sold in another state and then brought into the state by the plaintiffs.

They said it doesn't matter. The injury happened in your state. The plaintiffs lived in that state and the suit-related conduct that was important for the relatedness test was that those types of things happened within that state.

And it said look, we think these states have an interest in regulating products that are sold within their borders or products that are used within their borders. And it's not unfair to subject Ford Motor Company jurisdiction there because they sell cars here. Just because they didn't sell that one car here doesn't matter.

And nothing about the Bristol case or the Ford case is inconsistent with the exercise of jurisdiction here.

And that's because Mr. Fleming bought the battery here, he was hurt by the battery here, and he lives here; he's a South Carolina resident.

I think for the relatedness they have described it, they being the Supreme Court describes it as requiring a mere affiliation. Obviously, we have an affiliation with the state of South Carolina because he bought it here, he got hurt here, he lives here, he used it here.

He never took it outside of state lines. LG Chem does business in South Carolina selling lithium ion battery products. LG Chem and it's now whatever it is called now knows that its batteries are ubiquitous in the United States in every LG electronic phone, any LG device that is powered by one of their batteries -- because LG Chem is a part of the LG global family unit; they all cross pollinate and utilize each other's products.

It is not a valid basis to deny jurisdiction just because this one widget you know we don't know exactly how it got there because they are putting all kinds of widgets into our market and they enjoy the benefits of that.

And although she is right that some of the case law says you can't use one subsidiary's connection to a state as the basis for jurisdiction using the parent. I do think it is telling as to what type of business contacts

and their intent to utilize the South Carolina business market is that their wholly owned subsidiary LG Chem America, Incorporated has a certificate of authority to do business in South Carolina.

What would be the purpose of that other than to further the parent company's business? And so I think it's just kind of a strange reason to suggest that the constitutional inquiry is just limited to this one widget or this one 18650 when in the reality LG Chem wants and expects for South Carolinians to utilize their battery products in various applications every single day.

You know this move towards automotive -- electric automotive -- electric automobiles that's one of their biggest markets right now. They're trying and they've got LG Chem Michigan that they've set up now to make batteries to put into Ford cars or put into other electric vehicles.

And they're going to be all over the roads. I mean it's just -- this is not like the Supreme Court discussed in the oral argument in the Ford case you know a woodworker in Maine who is going to get sucked up into litigation in California because he sent a bird house there over the Internet.

That's not this case. This is a multi-national global manufacturer that knows that its lithium ion

products are being sent to and utilized in South Carolina. And there is nothing unfair about subjecting them to jurisdiction here just as the other South Carolina Circuit Courts have found.

They have the ability to defend the case on the merits about what the design intent for these individual batteries were or this quote unquote black market unauthorized use if in fact that is true. That is something that we can just litigate on the merits.

But there is nothing undue or unfair about subjecting them to jurisdiction here. And I think that's it. I'd be happy to answer any questions Your Honor has. I'm sorry for rambling on. It's an interesting issue.

THE COURT: All right. Ms. Hedley, do you want to respond?

MS. HEDLEY: Yes. Thank you, Your Honor. There are a couple of points that counsel raised that I want to mention. But first, I'm just going to quote so I'm looking down as I'm reading but from Ford. The Supreme Court said:

Ford had advertised, sold, and serviced those two car models in both states for many years. And then in parenthesis contrast a case which we did not address in which Ford marketed the models in only a different state or region. And that's 141 S. Ct. at 1028.

So to the extent that counsel is arguing that hey, lithium ion batteries it's all just one big thing; it doesn't matter what kind. I think the Ford case makes clear that it does. And I think counsel's argument is also hey look, this is a big company. This is not a Mom and Pop shop. This is not a small woodworker.

But that is exactly -- when Bristol Myers was decided the California Supreme Court had adopted what the Supreme Court described as a sliding scale approach to jurisdiction. In other words the bigger the company and the more business it did in the state the more attenuated that connection could be.

And so if you had a big company that did a lot of business California Supreme Court said just as counsel is saying you know we don't have to look so hard at this. But the United States Supreme Court said no, that is not the law.

Case-linked jurisdiction means exactly what it says. General jurisdiction is different but case-linked jurisdiction it matters what the claim is. It matters particularly what the specific claims at issue are in the case.

We're not talking about electric vehicles. We're not talking about electric buses; we're not talking about scooters. We're not talking about a product that was

manufactured with a cell that LG Chem had sold. And there are many different fact patterns that we could be talking about if that were the case that we're not. It would matter whether LG Chem you know the manufacturer was in the state of South Carolina or was somewhere else in the United States, or was somewhere else in the world.

But we're not talking about any of those things. I think counsel is sort of deferring attention away from these spreadsheets and is not wanting to say whether it is accurate or it's not accurate about how many 18650 cells are on any of those voluminous charts which my eyes are, I'll admit my eyes are a little old to read charts but they are searchable.

And so you can zoom in and scan them down which I've done and I've also searched them. And any of the products that counsel is talking about that say anything about being a lithium ion battery in South Carolina are going to car manufacturers.

And again, they're not going to Target and Best Buy and Walmart for people to go pluck them off the shelves. They're going to car manufacturers to put in cars. But again it wouldn't matter. They can't be confused; they're not the same product. And the Supreme Court in recent years in Bristol Myers, in Goodyear, in Ford has made very clear that case-linked jurisdiction has to be

exactly that; case-linked. And coming in and saying that this is a big defendant, they sell a lot of products, they do a lot of business and therefore you should hold them subject to jurisdiction. Respectfully, that's just not the law.

I do think it is telling that counsel brings up this subsidiary again because again referring to these other cases I'll just mention in some of these other cases, these orders, these trial court orders, LGCAI the subsidiary entity which is headquartered in Georgia was sued as a defendant. That's not the case here.

But in some of those other courts LGCAI was sued as a defendant. And those courts said you know what you've done enough. There is personal jurisdiction over LG Chem and LG Chem America; let's go ahead. But there was evidence put in those cases which we submitted to the Court with our reply where LG Chem America said we never ever, never ever had any revenue from supplying lithium ion batteries into South Carolina.

And so on those import charts if Your Honor looks at them, and there are a lot of statements made in the briefs that was in the import charts. But I'll tell you what's not in the import charts. There is not an import which is showing lithium ion batteries coming into South Carolina that LG Chem America is supplying. That's not

there because that's not what they were doing. They were distributing petrochemical products, methacrylate, and latex and silicic or acrylic acid and products like that.

So again we do think the specific product matters and the specific type of claims matters and that's the Supreme Court case law. I'm not going to go into talking about the merits because I think that specific jurisdiction and due process in general is the point of it is not to talk about the merits; who's right, who's wrong, what are the merits of the claims.

There is no place for that in a jurisdictional analysis. It doesn't matter how big the company is. What matters is whether the claims arise out of or relate to contacts the defendant formed with the forum state. Here they do not.

And to the extent counsel suggested that since the Supreme Court's decision in Ford other courts in other jurisdictions had rejected this argument. Respectfully I would like to correct the record on that.

And just in neighboring Georgia the District Court there granted similar motions to dismiss seven cases. Those were out-of-state plaintiffs. But also, but also those out-of-state plaintiffs asked that Federal Court to transfer the cases to the states where they bought the battery, used the battery, and claimed injury. And the

federal judge denied that and said no, you haven't shown that there is jurisdiction in that state where you want to go and so I'm not going to transfer it there. So that is relevant.

And so that's seven cases by this District Court as well as several appellate decisions in Texas and in California, just a few weeks ago in California that we referenced to the Court. That was decided on I believe December 16th. And the cases that I'm talking about were decided after Ford.

So in addition to the many, many courts that have applied the same standard arises out of or relates to. And that was the standard that was applied by the Supreme Court of Missouri, by the Court of Appeals in Washington state, by Courts of Appeal in Texas and California.

And what has happened here in South Carolina in these trial courts those decisions are what they are. Two of them didn't provide any reasoning. For example, the Holtzendorff case, it was just a Form 4 order that said denied.

And so there is no reasoning there. And if the Court were actually to read those decisions I think Your Honor would find a lot of different reasons supporting those decisions, which furthers my point that the reason that there is not a consistent analysis is because again

respectfully the law says that due process is not satisfied here.

And so again we respectfully request that the Court grant the motion and dismiss LG Chem for lack of personal jurisdiction. Thank you, Your Honor.

THE COURT: All right. Well, it's interesting and worthy of some review. I've got a lot of evidence to go through so I'll take it under advisement and let y'all know what I decide, okay.

MS. HEDLEY: Thank you, Your Honor.

MR. MOORE: Thank you, Judge.

THE COURT: All right.

********END OF TRANSCRIPT OF RECORD********

C E R T I F I C A T E

I, the undersigned, Joyce C. Rueger, Official Circuit Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is, to the best of my ability, a complete Transcript of Record of the proceedings had, using WebEx videoconferencing, and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina on the 18th day of January, 2022.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

January 28, 2022

_____

Joyce C. Rueger, CVR-M
Court Reporter

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Sr., Circuit Court Judge

Appellate Case No. 2022-000346

Reid Fleming,……..…….……Appellant,

v.

LG Chem, Ltd.,……..…….…….……...Respondent.

CERTIFICATE OF COMPLIANCE

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material, and complies with Supreme Court Order 2014-04-15-02.

January 13, 2023

s/Kathleen C. Barnes
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SC Court of Appeals

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)))	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT
REID FLEMING, Plaintiff, vs. THE PLANET VAPE, LLC; SCECIGARETTE, LLC; LG CHEM, LTD.; Defendants.	)	Civil Action No. 2021-CP-10-01663 **ORDER GRANTING DEFENDANT LG CHEM, LTD.'S MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION**

Before the Court is Defendant LG Chem, Ltd.'s ("LG Chem") Motion to Dismiss for Lack of Personal Jurisdiction. Having fully considered all of the parties' arguments raised in the motions, memoranda, exhibits, submissions, and the arguments of counsel at the video hearing held on January 18, 2022, the Court grants LG Chem's Motion to Dismiss for Lack of Personal Jurisdiction.

FACTS

The relevant facts are as follows: Plaintiff Reid Fleming is a resident of Anderson County, South Carolina. (Complaint, filed April 12, 2021, ¶ 1.) Plaintiff alleges that prior to the accident at issue, he purchased a number of lithium ion batteries from Defendants The Planet Vape ("Planet Vape") and SCECIGARETTE, LLC ("SC E-Cigarette") for use with his vaping device. He further alleges that these retailers marketed or represented the batteries as being an LG brand. (*Id.* ¶¶ 20, 21) Plaintiff also alleges that on or around May 24, 2018, he was injured when one of these lithium ion batteries exploded in his pocket (*id.* ¶ 31).

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LG Chem, Ltd. is a Korean corporation with its headquarters and principal offices in Seoul, South Korea. (Aff. of Hwi Jae Lee, dated July 13, 2021, ¶ 7; Compl., ¶ 4.) The uncontroverted evidence shows the following: LG Chem has never designed, manufactured, distributed, advertised, or sold its lithium ion battery cells to consumers for use as standalone, replaceable batteries in South Carolina or anywhere else. (Lee Aff., ¶¶ 16–17.) Instead, the 18650 lithium ion cells that LG Chem manufactured are industrial component parts; they are not standalone, replaceable consumer batteries, and they were not designed to be handled by consumers. (*Id.* ¶ 16). LG Chem never authorized anyone to advertise, distribute, or sell its lithium ion cells to individual consumers for use as standalone, replaceable batteries in South Carolina, or anywhere else. (*Id*. ¶¶ 20, 21.)

In support of its motion, LG Chem provided two affidavits of Mr. Hwi Jae Lee, dated July 13, 2021 and January 11, 2022. In opposition to the Defendant's Motion to Dismiss, Plaintiff provided the Affidavit of Plaintiff's counsel, dated January 7, 2022, attaching copies of LG Chem's 2018 and 2017 financial statements; import data; a Certificate of Authority and Business Registration for a subsidiary of LG Chem; and orders from a North Carolina federal district court and other South Carolina trial courts. Plaintiff also provided the Declaration of Nickie Bonenfant, dated August 10, 2021, and Appendices.

LEGAL STANDARD

"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). "Courts will take as true the allegations of the nonmoving party and resolve all factual disputes in its favor." *Brown v. Inv. Mgmt. & Research,*

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Inc., 323 S.C. 395, 399, 475 S.E.2d 754, 756 (1996) (resolving, in plaintiff's favor, conflicting facts set forth in affidavits from witnesses in opposing parties).

Jurisdiction may be general or specific. *Coggeshall v. Reprod. Endocrine Assocs. of Charlotte*, 376 S.C. 12, 16, 655 S.E.2d 476, 478 (2007). Plaintiff conceded at the hearing that general jurisdiction is not at issue. To establish specific jurisdiction, a plaintiff must show that both South Carolina's long-arm statute and constitutional due process are satisfied. Due process requires that a defendant has sufficient minimum contacts with the forum state such that maintenance of suit does not offend traditional notions of fair play and substantial justice. *Cockrell v. Hillerich & Bradsby Co*., 363 S.C. 485, 491, 611 S.E.2d 505, 508 (2005).

To satisfy due process, the Court must find that (1) the defendant has the requisite minimum contacts with the forum, without which the court does not have the power to adjudicate the action (the power prong); and (2) the exercise of jurisdiction would be "reasonable" or "fair" (the fairness prong). *See S. 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*, 363 S.C. at 491–94, 611 S.E.2d at 509–10; *Power Prods.*, 379 S.C. at 433–35, 665 S.E.2d at 665–67; *Ford Motor Co. v. Montana Eighth Jud. Dist.*, 141 S. Ct. 1017, 1025 (2021); *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; *Power Prods*., 379 S.C. at 432, 665 S.E.2d at 665.

DISCUSSION

The Court concludes that Plaintiff has not satisfied his burden of establishing personal jurisdiction over LG Chem, Ltd.

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Plaintiff's suit arises from injuries he allegedly suffered from use of a 18650 lithium ion battery to power his electronic cigarette device. Plaintiff alleges he purchased the battery from either Defendant Planet Vape or SC E-Cigarette and that the battery was originally manufactured by LG Chem. LG Chem's motion was supported by admissible evidence that (1) it never designed, manufactured, distributed, advertised, or sold 18650 lithium ion cells for sale to or use by individual consumers as standalone, replaceable batteries; and (2) it never authorized anyone to sell its 18650 lithium ion cells directly to consumers as standalone, replaceable batteries.

1. The allegations of Plaintiff's complaint do not establish a prima facie case of jurisdiction.

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 (1) in the complaint or (2) in affidavits. *See Cockrell*, 363 S.C. at 491, 611 S.E.2d at 508; *Sullivan v. Hawker Beechcraft Corp*., 397 S.C. 143, 150, 723 S.E.2d 835, 839 (Ct. App. 2012).

The Court agrees with Defendant that the allegations of Plaintiff's complaint, even if true, are not sufficient to make a prima facie showing of jurisdiction. Plaintiff did not allege or argue that LG Chem supplied 18650 lithium ion cells to a consumer market for vaping batteries in South Carolina. Instead, Plaintiff generically alleged that LG Chem conducted business in South Carolina and that LG Chem placed its lithium ion batteries and battery products into the stream of commerce with the reasonable expectation that they would be used in South Carolina. Plaintiff did not plead any jurisdictional facts specific to the particular product at issue in this suit—a 18650 lithium ion cell that was re-sold as a standalone consumer battery. Plaintiff also did not plead any facts showing a connection between his claims and any action of the Defendant directed to South Carolina. Therefore, if the Court decided the motion based solely on the pleadings, the motion should be granted.

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2. LG Chem's evidence that it did not serve a consumer market for standalone 18650 batteries in South Carolina was uncontroverted.

Additionally, "[w]hen a motion to dismiss attacks the allegations of the complaint on the issue of jurisdiction, the court is not confined to the allegations of the complaint but may resort to affidavits or other evidence to determine jurisdiction." *Coggeshall*, 376 S.C. at 16, 655 S.E.2d at 478. LG Chem supported its Motion with affidavits, and Plaintiff filed his own Affidavit, Declaration, and voluminous exhibits with attachments in opposition to the Motion.

None of the facts offered by the Plaintiff in opposition supported his burden of proof on jurisdiction. LG Chem's financial statements and the Certificate of Authority for its subsidiary do not provide evidence of any suit-related contacts between LG Chem and South Carolina. LG Chem submitted an uncontroverted affidavit showing that its subsidiary LG Chem America, Inc. ("LGCAI"), which is not a party to the case, is a separate and distinct entity with its own separate bank accounts, business records, and corporate officers, that manage and control its own day-to-day activities. (*See* Reply Lee Aff., ¶¶ 7–8.) Plaintiff did not show that non-party LGCAI's contacts could be imputed to LG Chem and, even if he had, he also did not show that non-party LGCAI engaged in any suit-related contacts with South Carolina.

In addition, the various charts described as import data, including those attached to the Affidavit of Plaintiff's Counsel and those attached to the Declaration of Nickie Bonenfant, do not provide information showing any suit-related contacts between LG Chem and South Carolina. Instead, at best, if admissible,[1] the charts would show only that LG Chem directed unrelated

[1] LG Chem objected that the records, which purport to be summaries of information maintained by the United States Department of Customs, lack authentication and foundation and are inadmissible hearsay. The Court need not decide the issue of admissibility because it agrees with Defendant that, even if admissible, the records do not provide any information that would support Plaintiff's burden of proof. Instead, the records further support LG Chem's admissible evidence

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business to South Carolina entities, including shipment of petrochemical products such as "methyl acrylate," "acrylic acid," and "synthetic rubber," as well as shipment of electric vehicle batteries to car manufacturing companies. None of Plaintiff's exhibits reflect shipment of 18650 lithium ion cells to anyone in South Carolina, let alone anyone engaged in the consumer vaping industry.

3. Business activities unrelated to the claims at issue do not support specific jurisdiction over LG Chem.

At the hearing, Plaintiff argued it was enough to show that LG Chem supplied other type of lithium ion battery products (such as electric vehicle batteries) to South Carolina entities and that such activities were sufficiently "related" to his claims to satisfy constitutional due process.

The U.S. Supreme Court has repeatedly made clear that unrelated business activities in the forum state cannot support the exercise of specific jurisdiction, no matter how extensive those in-state activities are. Even sales of the **very same product** at issue cannot support the exercise of specific jurisdiction if unrelated to the litigation. *Bristol-Myers*, 137 S. Ct. at 1781 ("[E]ven regularly occurring sales of a product in a State do not justify the exercise of jurisdiction over a claim unrelated to those sales.") (quoting *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 930 n.6 (2011)).

And in *Ford*, the Supreme Court took care to point out that its decision was based on Ford's admitted in-state activities for the specific vehicles at issue—not just Ford cars, but specifically Ford Explorers and Crown Victorias. *Ford*, 141 S. Ct. at 1028 ("Ford had advertised, sold, and serviced *those two car models* in both States for many years. *(Contrast a case, which we do not address, in which Ford marketed the models in only a different State or region.)* In other words, Ford had systematically served a market in Montana and Minnesota for the very vehicles that the

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that it did not supply 18650 lithium ion cells to a consumer market in South Carolina for standalone 18650 batteries.

plaintiffs allege malfunctioned and injured them in those States.") (emphasis added).

Therefore, the Court finds that even if Plaintiff's exhibits were admissible, shipping petrochemical products or lithium ion batteries to manufacturers in South Carolina is not sufficiently related to Plaintiff's personal injury claims to satisfy constitutional due process.

4. The "stream of commerce" theory does not support the exercise of specific jurisdiction over LG Chem on the facts of this case.

Plaintiff relied on a "stream of commerce" theory of jurisdiction as set forth in *State v. NV Sumatra Tobacco Trading, Co.,* 379 S.C. 81, 88, 666 S.E.2d 218, 221 (2008). Defendant argued that *Sumatra* is inconsistent with more recent U.S. Supreme Court precedents and that it is factually distinguishable in any event.

The Court need not resolve the question whether the *Sumatra* Court's formulation of the "stream of commerce" theory of jurisdiction is consistent with more recent U.S. Supreme Court decisions because the facts of this case are materially distinguishable. *Id.* at 88, 666 S.E.2d at 221 ("The question of personal jurisdiction over a nonresident defendant is one which must be resolved upon the facts of each particular case.").

In *Sumatra*, the Indonesian cigarette manufacturer admitted that it intended to sell its cigarettes to consumers throughout the United States, including almost seven million cigarettes sold to consumers in South Carolina in one year as the direct result of its intended chain of distribution. *Id.* at 87–92, 666 S.E.2d at 221–24. Further, in *Sumatra*, the Indonesian manufacturer sold its cigarettes to its designated distributor, which then distributed the cigarettes to South Carolina for the specific purpose of distributing them to consumers as a consumer product. *Id*. at 86, 666 S.E.2d at 220.

By contrast here, even if LG Chem was the original manufacturer of the 18650 lithium ion cells (which has not been established), Plaintiff did not allege that LG Chem distributed its 18650

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lithium ion cells directly to South Carolina consumers as a standalone product, or to any distributor or other intermediary for the purpose of supplying the cells directly to South Carolina consumers as a standalone product. And LG Chem's admissible evidence shows that LG Chem did not design, manufacture, distribute, advertise, or sell its 18650 battery cells directly to or for use by consumers, in South Carolina or anywhere else, as standalone, replaceable batteries and that it never authorized anyone else to do so either. These important facts distinguish *Sumatra* from the case here.

Further, the fact that the Plaintiff purchased and used the Defendant's product in South Carolina is not sufficient, even if the Defendant was aware that third parties might sell its product to consumers in the state without its authorization. "[I]t is the defendant's actions, not his expectations, that empower a State's courts to subject him to judgment." *J. McIntyre Mach., Ltd. v. Nicastro*, 564 U.S. 873, 883 (2011) (plurality op.); *Ford*, 141 S. Ct. at 1025 (the relevant "contacts must be the defendant's own choice").

As the South Carolina Supreme Court recognized in *Sumatra*, "[t]he 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." *Sumatra*, 379 S.C. at 89, 666 S.E.2d at 222 (emphasis added) (quoting *World-Wide Volkswagen Corp. v Woodson*, 444 U.S. 286, 297 (1980)). This standard was met in *Sumatra* in light of the volume of cigarettes the defendant admittedly distributed for sale to consumers throughout the United States, including seven million cigarettes to consumers in South Carolina. This standard is not met here, where LG Chem submitted uncontroverted evidence to establish that it did not distribute any 18650 battery cells to anyone for sale as a standalone product to consumers in South Carolina or anywhere else. (Affidavit of Hwi Jae Lee, ¶¶ 16–17, 19–21.)

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5. Because Plaintiff has not met the "power prong" of the long-arm statute, the Court need not reach the fairness prong.

Because the power prong cannot be satisfied, the Court need not reach the fairness prong. Regardless, under the fairness prong, courts analyze 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." *S. Plastics Co.*, 310 S.C. at 263, 423 S.E.2d at 132 (citing *World–Wide Volkswagen*, 444 U.S. 286). Subjecting LG Chem to specific jurisdiction in South Carolina would be constitutionally unreasonable and unfair when LG Chem has no contacts with South Carolina related to the claims at issue. Accordingly, even if the power prong were satisfied, which it is not, the exercise of specific jurisdiction over LG Chem would not comport with fundamental fairness.

CONCLUSION

Based on the above principles, the Court concludes that due process does not allow the exercise of personal jurisdiction over LG Chem in this case. It is undisputed that general jurisdiction is lacking. As to specific jurisdiction, Plaintiff has not shown that his claims "arise out of or relate to" any contacts formed by LG Chem with South Carolina. The Court therefore finds that Plaintiff has not met his burden of establishing that this Court can exercise personal jurisdiction over LG Chem.

It is therefore ORDERED that LG Chem, Ltd.'s Motion to Dismiss for Lack of Personal Jurisdiction is GRANTED.

It is further ORDERED that LG Chem, Ltd. is DISMISSED from this action without prejudice.

This the ___ day of _____, 2022.

_____
Roger M. Young, Sr.
Circuit Court Judge, 9th Judicial Circuit

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Charleston Common Pleas

Case Caption: Reid Fleming VS Planet Vape Llc The , defendant, et al

Case Number: 2021CP1001663

Type: Order/Dismissal

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

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SC Court of Appeals

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Reid Fleming, Plaintiff, v. The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem Ltd; John Doe Distributor #1; John Doe Distributor #2; and John Doe Distributor #3, Defendants.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO.: 2021-CP-10-01663 **ORDER DENYING MOTION TO RECONSIDER PURSUANT TO RULE 59(e)**

The Plaintiff filed a motion asking this Court to reconsider its Order dated February 7, 2022. Specifically, Plaintiff asks this Court to reconsider the order and argues that the written ruling is based on a misunderstanding and / or misrepresentations of fact regarding LG Chem Ltd.'s products and LG's South Carolina contacts; and it effectively leaves plaintiff with no forum in which to seek recourse against the entity that manufactured the product that harmed him. For the reasons set forth below, the motion to reconsider is DENIED.

STANDARD OF REVIEW

Motions for reconsideration will not be granted absent "highly unusual circumstances." U.S. ex rel. Becker v. Washington Savanah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court's ruling will not support Rule 59(e) relief).[1] Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." Hutchinston

1 Rule 59 is substantially the same as the Federal Rule. *See* Elam v. S.C. Dep't of Transp., 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) ("Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.").

v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or "to raise argument or present evidence that could have been presented prior to the entry of judgment." Dash v. Mayweather, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, "[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not." Stevens & Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does "[a] party's mere disagreement with the court's ruling . . . warrant a Rule 59(e) motion." In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); *see also* Lyons v. Fid. Nat'l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

After consideration of the issues raised in the parties' memorandums, Plaintiff's Motion to Reconsider is DENIED.

AND IT IS SO ORDERED.

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Charleston Common Pleas

Case Caption: Reid Fleming VS Planet Vape Llc The , defendant, et al

Case Number: 2021CP1001663

Type: Order/Other

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

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Oct 10 2025

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
The Honorable Roger M. Young, Sr., Circuit Court Judge

Unpublished Op. No. 2025-UP-295 (S.C. Ct. App. filed August 13, 2025)
Appellate Case No. 2022-000346

Reid Fleming, ... Appellant/Petitioner,

v.

The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem Ltd.; John Doe Distributor #1; John Doe Distributor #2; and John Doe Distributor #3 . . . . . Defendants,

Of which LG Chem Ltd. is the . . . . . Respondent.

PETITION FOR WRIT OF CERTIORARI

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CERTIFICATE BY COUNSEL

The undersigned certifies that a petition for rehearing was made and finally ruled on by the Court of Appeals on September 10, 2025.

QUESTIONS PRESENTED FOR REVIEW

I. Whether the Court of Appeals erred in finding Fleming did not establish a prima facie case of personal jurisdiction over LG Chem where LG Chem does not dispute it placed the battery in the stream of commerce and knew its battery was being sold for this purpose?

II. Whether the Court of Appeals' decision conflicts with *Ford Motor Co. v. Montana Eighth Judicial District Court*, 592 U.S. 351 (2021), by requiring a causal link between LG Chem's in-state conduct and the battery at issue?

III. Whether the Court of Appeals' misapplied this Court's decision in *State v. NV Sumatra Tobacco Trading Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008), by failing to attribute minimum contacts to LG Chem where LG Chem does not dispute significant and regular lithium-ion battery business in South Carolina?

IV. Whether the Court of Appeals erred in failing to analyze the fairness prong of the due-process test?

STATEMENT OF THE CASE

Procedural history:

This appeal arises from a product liability suit that was dismissed by the trial court for want of personal jurisdiction. In an unpublished opinion, the Court of Appeals affirmed the circuit court's decision dismissing Mr. Fleming's (Appellant) claims against Respondent LG Chem, Ltd., a South Korean battery manufacturer that is part of the multinational LG conglomerate.

Fleming is a South Carolina resident. (R. p. 17.) He purchased a rechargeable lithium-ion battery he alleged was designed and manufactured by LG. (R. p. 21 ¶ 22.) Fleming purchased the battery in South Carolina. (R. p. 21 ¶ 20.) The battery was purchased for use in Fleming's vaping device. (R. p. 21 ¶ 26.) Fleming alleges LG's battery experienced a failure due its defective nature

and that the failure resulted in an explosion that caused him severe burn injuries. (R. pp. All of Fleming's contacts with the product – the purchase, use, and failure of the subject battery – occurred in South Carolina.

On April 21, 2021, Fleming filed his complaint against LG, John Doe Distributors #1-3, and retail sellers The Planet Vape, LLC and SC E-Cigarette, LLC. (R. pp. 17–29.) LG moved to dismiss for lack of personal jurisdiction on July 15, 2021. (R. pp. 30-39, 46-67.) Fleming filed his memorandum in opposition with exhibits on January 10, 2022. (R. pp. 70-386.) The circuit court held a hearing on January 18, 2022. (R. pp. 537-579.) On February 7, 2022, the circuit court granted LG's motion and dismissed LG for lack of specific jurisdiction. (R. pp.3-13.) The circuit court denied Fleming's motion to reconsider on February 23, 2022. (R. pp. 14–16.)

Fleming timely appealed the circuit court's decision on March 21, 2022. (R. p. 1.) On April 19, 2022, Fleming filed a motion to certify the case to the South Carolina Supreme Court because the lower court's decision was in conflict with numerous other circuit court orders. This Court denied the motion on May 17, 2022.

The parties submitted briefs and the Court of Appeals heard argument June 3, 2025. The Court of Appeals affirmed the circuit court in an unpublished, split decision filed August 13, 2025, from which Judge Hewitt dissented.

Facts material to consideration of the questions presented:

LG's lithium-ion batteries are well-known and popular batteries that are extensively used by the vaping community to power vaping devices, or e-cigarettes. (R. p. 21 ¶ 23.) LG claims it does not intend for consumers to use its lithium-ion batteries with such devices; however, it is well aware its batteries are used for such purpose. *See, e.g., Sullivan v. LG Chem, Ltd.*, 79 F.4th 651, 670 (6th Cir. 2023); *LG Chem Am., Inc. v. Morgan*, 670 S.W.3d 341, 343–44 (Tex. 2023); *Dilworth*

v. LG Chem, Ltd., 355 So. 3d 201, 210–11 (Miss. 2022); *LG Chem, Ltd. v. Lemmerman*, 361 Ga. App. 163, 863 S.E.2d 514 (2021); *Williamson v. Pirates Cove Vapor Lounge, LLC, et. al,* 2019-CP-07-02270 (June 21, 2021), (R. pp. 256-65); *Holtzendorff v. Vapor Tek USA, LLC, and LG Chem Ltd.,* 2018-CP-0201518 (May 6, 2020), (R. pp. 266-67); *Roberts v. Planet Vape, LLC, et. al,* 2020-CP-10-00912 (Dec. 17, 2020), (R. pp. 268-70).

Fleming alleges he purchased LG's rechargeable lithium-ion batteries from retail stores The Planet Vape, LLC and SC E-Cigarette, LLC in Charleston, South Carolina for use in his vaping device. (R. p. 21 ¶ 20.) On May 24, 2018, one of the LG batteries exploded in his pants pocket, causing severe burns requiring hospitalization, and resulting in permanent physical and mental damage. (R. p. 22 ¶¶ 31–35.) Fleming alleges the batteries were a particular sized lithium-ion battery – size 18650 – and that it was designed, manufactured, and distributed by LG. (R. pp. 21 ¶ 22.)

LG is a battery making subsidiary of the LG Corporation or LG Group, a South Korean multinational conglomerate parent. (R. pp.75-76.) LG itself has (or had) U.S. subsidiaries, including LG Chem America, Inc., which conducts "sales and trading" and is authorized to do business in South Carolina. (R. pp. 97–99, 244.) Fleming alleged that LG transacts business in South Carolina, including shipping lithium-ion batteries through the Port of Charleston and to South Carolina businesses with the expectation that these products be sold in South Carolina. (R. pp. 18–19 ¶¶ 9-10, 184–242, 243, 292–386.). In response to LG's motion challenging jurisdiction, Fleming supplied the circuit court with shipping records evidencing large shipments by LG of "lithium-ion" batteries to South Carolina entities. (R. pp. 184–242, 243, 292–386). LG does not dispute that it serves a market for lithium-ion batteries here or that it shipped 18650 lithium-ion batteries here. Instead, LG is careful to say only that it did not place 18650 rechargeable lithium-

ion batteries into the stream of commerce "for use as standalone, replaceable batteries." *See e.g.* (R. pp. 30-31, 37-38, 46-48, 53, 57, 60-63, 64, 396-98, 410-11, 415-16, 436-41, 443-44 446-47, 456-57).

Fleming alleged a number of jurisdictional facts related to LG's purposeful availment of South Carolina law related not only to its sale / distribution of lithium-ion battery products here. (R. pp. 18–19 ¶¶ 9-10.) Importantly, LG by and large does not dispute these allegations. Anticipating, LG's argument, Fleming also alleged that "LG has known since 2016 that individuals use LG's lithium ion battery products to power devices such as flashlights and personal vaporizing devices" and that "[a]rmed with that awareness, LG has done virtually nothing to prevent its lithium ion battery products from being sold individually throughout the U.S. and, specifically, in South Carolina." (R. p.19 ¶ 10(d)). Fleming also alleged a specific negligence action against LG for its breach of its duty to monitor its supply chain and to protect consumers from what it claims is an authorized misuse of its lithium-ion battery products. (R. pp. 24-28 ¶¶ 49-61.)

When Fleming filed his complaint, South Carolina circuit courts had already denied LG's motions to dismiss for personal jurisdiction in five other similar lithium-ion battery explosion cases. (R. pp. 19-20 ¶ 11.) Fleming submitted these opinions from South Carolina circuit courts in LG lithium-ion battery cases where LG lost motions to dismiss for lack of specific jurisdiction. *See e.g., Williamson v. Pirates Cove Vapor Lounge, LLC, et. al,* 2019-CP-07-02270 (June 21, 2021), (R. pp. 256-65); *Holtzendorff v. Vapor Tek USA, LLC, and LG Chem Ltd.,* 2018-CP-0201518 (May 6, 2020), (R. pp. 266-67); *Roberts v. Planet Vape, LLC, et. al,* 2020-CP-10-00912 (Dec. 17, 2020), (R. pp. 268-70).

LG argued to the circuit court that Fleming is required to show LG imported and sold a size 18650 lithium-ion battery for sale to a consumer. (R. p.549, line 8-p.550, line 9.) Fleming

responded that LG's position improperly injects intended-use arguments and distribution-chain control into the jurisdictional analysis where it does not belong. *See* (R. p.566, line 8-p.567, line 17.) In addition, Fleming argued that drawing an artificial distinction between 18650 sized lithium-ion batteries and other different sized lithium-ion batteries "would be like … drawing a distinction between light cigarettes and ultra light cigarettes." (R. p. 568, lines 7-11.) Fleming's point was straightforward: LG serves the South Carolina market for lithium-ion batteries; Fleming bought an LG battery here; and it exploded causing him permanent injuries**.** (R. pp. 568–70.) Fleming supplied evidence that LG made over fifty shipments of lithium-ion batteries into South Carolina and that while those records lack size specificity, they clearly show shipments by LG to South Carolina of "LITHIUM ION BATTERY." (R. pp. 184–242, 243, 292–386.)

In the unpublished opinion, the Court of Appeals panel affirmed, holding Fleming "did not plead any jurisdictional facts specific to the particular product at issue here— a 18650 lithium-ion cell that was re-sold as a standalone consumer battery," and that he "did not plead any facts showing a connection between his claims and any action of [LG] directed to South Carolina." (Op. at pp.2–3.). It further concluded that, even considering the parties' affidavits and Fleming's "voluminous exhibits," "[n]one of the facts" supported jurisdiction, including an asserted lack of evidence "reflecting shipment of 18650 lithium-ion cells to anyone in South Carolina, let alone anyone engaged in the consumer vaping industry." (Op. at pp.2–3.) The majority accepted LG's argument that the shipments of other lithium-ion batteries were "unrelated business" and found Fleming could not establish minimum contacts. (Op. at pp.5–6.) This was error on its face given the facts are to be weighed in the light most favorable to Fleming at this stage.

Judge Hewitt dissented concluding the complaint "sufficiently alleges facts that support specific personal jurisdiction." (Op. at p.7.) Importantly, the dissent notes that LG "has not denied

that it placed this battery in the stream of commerce, that it regularly does business in South Carolina, or even that it distributes this type of battery with the reasonable expectation that the batteries will be used in this way in South Carolina." *Id.*

ARGUMENT

LG does not deny that it placed this battery in the stream of commerce, that it regularly does business in South Carolina, or that it distributed this type of battery with the knowledge that the batteries were being used in the way Fleming alleged in South Carolina. Despite LG's substantial contacts here, the Court of Appeals' effectively shields LG from suits by South Carolina citizens harmed by LG's products, compelling our citizens to go to South Korea to seek recourse. In doing so, the Court of Appeals adopts the causation analysis rejected by the U.S. Supreme Court in *Ford Motor Co. v. Montana Eighth Judicial District Court*, 592 U.S. 351 (2021). The Court of Appeals' decision requires a consumer plaintiff to show that the manufacturer brought the battery here for a discrete consumer use. That is far too narrow an inquiry, particularly where, as here, LG benefits from distributing the same product in South Carolina just for a different market.

The Court should grant the petition because substantial constitutional issues are involved, the decision of the Court of Appeals is in conflict with both *Ford Motor Co. v. Montana Eighth Judicial District Court*, 592 U.S. 351 (2021) and this Court's decision in *State v. NV Sumatra Tobacco Trading Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008), and there is a dissent in the decision of the Court of Appeals. *See* Rule 242(b), SCACR.

I. Fleming did establish a prima facie showing of specific jurisdiction.

As observed by the Judge Hewitt:

> The complaint alleges that LG Chem's pervasive activities in the lithium-ion battery industry are such that it should reasonably anticipate being sued in this sort of case in South Carolina. As I read the filings, LG Chem has not denied that it placed this battery in the stream of commerce, that it regularly does business in South Carolina, or even that it distributes this type of battery with the reasonable expectation that the batteries will be used in this way in South Carolina.

(Op. p. 7).

The Court of Appeals nevertheless affirmed dismissal of Fleming's complaint at the pleading stage by holding that Fleming "did not plead any jurisdictional facts specific to the particular product at issue here—a 18650 lithium[-]ion cell that was re-sold as a standalone consumer battery," and that he "did not plead any facts showing a connection between his claims and any action of [LG] directed to South Carolina." (Op. pp. 2–3.) The majority also declared that "even when looking at the evidence submitted by the parties, including LG's affidavits and Appellant's affidavit and 'voluminous exhibits,' '[n]one of the facts'" supported jurisdiction, citing an asserted lack of evidence "reflecting shipment of 18650 lithium[-]ion cells to anyone in South Carolina, let alone anyone engaged in the consumer vaping industry." (Op. p. 3.)

Although the panel acknowledged the rule that "[o]n a motion to dismiss for lack of personal jurisdiction, factual disputes arising by affidavit will be resolved in favor of the non-moving party," it ignored Fleming's allegations regarding LG's negligence in failing to ensure these batteries were not put to this allegedly unauthorized use here. (Op. pp. 2-3) Fleming's allegations that the Court had specific jurisdiction over LG coupled with supported jurisdictional facts showing LG's purposeful South Carolina contacts and a nexus to his claims—including South Carolina purchase and injury, LG's regular lithium-ion battery commerce in South Carolina, and LG's knowledge of consumer use in vaping devices—when taken as true with any factual disputes resolved in Fleming's favor, make out a prima facie showing of specific jurisdiction. . (R. pp. 17–29.)

The Court of Appeals panel misapplied the specific jurisdiction prongs by requiring Fleming to make a showing that LG purposefully sold and distributed these 18650 batteries ***as standalone consumer product*****s**. (Op. pp. 2-5.) That is not what is required to determine whether the circuit court's exercise of specific jurisdiction is proper, and underscores why this Court's review is needed.

As noted by Judge Hewitt, there have been a number of courts faced with this same issue. *See, e.g., Sullivan v. LG Chem, Ltd.*, 79 F.4th 651, 670 (6th Cir. 2023); *LG Chem Am., Inc. v. Morgan*, 670 S.W.3d 341, 343–44 (Tex. 2023); *Dilworth v. LG Chem, Ltd.*, 355 So. 3d 201, 210–11 (Miss. 2022); *LG Chem, Ltd. v. Lemmerman*, 361 Ga. App. 163, 863 S.E.2d 514 (2021); *see also Ethridge v. Samsung SDI Co., Ltd.*, 137 F.4th 309, 319 (5th Cir. 2025). While some courts have come to a different conclusion, those exercising jurisdiction on similar facts are comfortable in doing so because the manufacturers are taking advantage of the state's business markets. That is sufficient for the companies to anticipate suit in the forum state for a consumer's unintended use of the products. South Carolina has a strong interest in providing a forum for its injured citizens. Here, Fleming sufficiently set forth a prima facie showing of the Court's personal jurisdiction over LG.

II. The decision conflicts with *Ford Motor Co. v. Montana Eighth Judicial District Court*, 592 U.S. 351 (2021).

In *Ford*, the U.S. Supreme Court rejected a "causation-only approach" to the requirement of a relationship between a defendant's forum activities and the plaintiff's suit. *See Ford Motor Co. v. Montana Eighth Judicial District Court*, 592 U.S. 351, 361-62 (2021) ("None of our precedents has suggested that only a strict causal relationship between the defendant's in-state activity and the litigation will do."). Despite this rejection, the Court of Appeals engaged in the same rejected analysis, requiring Fleming to show that LG directed batteries to South Carolina for

a discrete purpose – for sale to consumers as a standalone battery for vaping devices. By framing the issue so narrowly, the Court of Appeals' ruling means South Carolina courts could only exercise personal jurisdiction over LG for an injured South Carolina-consumer's claim where the injury is from one of LG's products that LG intended for the consumer market, even if LG distributes the same product within the forum state for a different market. *Ford* asks whether the defendant "systematically served a market" in the forum—not whether the defendant blessed the end use. *See Ford Motor Co.*, 592 U.S. at 365-366.

Here, there was significant evidence of LG's South Carolina market activities. As pointed out by the dissent, LG did not deny that it placed lithium-ion batteries into the stream of commerce within South Carolina, that it transacted substantial lithium-ion battery related business within South Carolina, or that it distributed the exact type of battery at issue within South Carolina. *See* (Op. p.6.) Nor did LG deny knowledge that its batteries were being used here in this way. LG denies only that it distributed these batteries in South Carolina *for a particular market or use*, as a standalone or individual battery. (R. pp. 37-38). But this is of no moment for purposes of the jurisdictional analysis. "[W]hen a corporation has continuously and deliberately exploited [a State's] market, it must reasonably anticipate being haled into [that State's] court[s] to defend actions based on products causing injury there." *Ford Motor Co*, 592 U.S. at 364, 141 S. Ct. at 1027 (internal citations and quotations omitted).

The Court of Appeals accepted LG's argument that Fleming is required to show that LG specifically targeted the consumer market for standalone 18650 batteries in South Carolina. But that is the same causation analysis rejected by *Ford*, spurning the argument that a plaintiff must prove its claim "came about because of the defendant's in-state conduct." *Id.* at 362, 141 S.Ct. at 1026. The majority focuses almost exclusively on what it describes as a lack of evidence that

Respondent "served a consumer standalone market" for lithium-ion batteries, with little consideration to Respondent's substantial in-state contacts involving lithium-ion battery sales and shipments. (Op. p. 4) The Court of Appeals dismisses LG's substantial lithium-ion battery contacts as "unrelated business activities," ignoring the fact that LG does not deny it distributed 18650 lithium-ion batteries here for other purposes. In doing so, the Court of Appeals erroneously resolved factual disputes in favor of LG, rather than Fleming as the nonmoving party.

The majority also appears to place import on its observation that it "was third-parties that supplied [Appellant] with the batteries at issue." (Op. at 4.) However, the same was true in *Ford* – both vehicles were brought into Montana and Minnesota by third parties. *See Ford Motor Co.*, 592 U.S. at 366, 141 S.Ct. at 1029. But that did not prevent the exercise of personal jurisdiction in *Ford*. Nor does it in South Carolina. *See NV Sumatra Tobacco Trading, Co.*, 379 S.C. at 90, 666 S.E.2d at 223 (finding minimum contacts existed "[r]egardless of how the [product] arrived in South Carolina" due to forum contacts sufficient enough that defendant could reasonably anticipate suit in South Carolina). The *Ford* court found jurisdiction was appropriate based on Ford's "systematically servi[ing] a market" for its products in those states. *Ford Motor Co.*, 592 U.S. at 365, 141 S.Ct. at 1028. Here, Respondent does not deny systematically serving a market in South Carolina for lithium-ion battery products. And, importantly, Respondent does not deny serving a market here for its 18650 lithium-ion batteries. It only denies serving a standalone consumer battery market.

The majority overlooks these important distinctions, views them in the light most favorable to Respondent, and fails to analyze whether Respondent's substantial contacts in South Carolina "are related enough to the plaintiff's suit." *Id*. at 371, 141 S.Ct. at 1031. The relatedness test only requires that the "relationship among the defendant, the forum, and the litigation" is close enough

to support jurisdiction. *Id*. at 371, 141 S.Ct. at 1032. The majority frames the issue far too narrowly focusing only on whether Respondent served a standalone market rather than whether it served a larger market to such an extent that it is not unfair to subject Respondent to suit here. In doing so the majority ignores other factors that "may be relevant in assessing the link between the defendant's contact and the plaintiff's suit." *Id*. at 371, 141 S.Ct. at 1031. Here those factors can include the plaintiff's residence, where he purchased/used the product, where he was hurt, and the uncontroverted allegations that Respondent knew of this particular unauthorized use of its product in South Carolina and did nothing within its South Carolina supply chain to preclude unauthorized resale to the standalone market. *See id.* at 371, 141 S.Ct. at 1032. (observing that a plaintiff's place of injury and purchase are relevant to the relatedness inquiry).

The majority did not discuss the reasoning of those decisions or explain why South Carolina should reject the widely adopted view that purposeful forum contacts tied to the distribution of lithium-ion batteries—including but not limited to, sending shipments of batteries through the Port of Charleston—is enough to establish specific jurisdiction, even where the manufacturer denies authorizing or selling these 18650 batteries for use as standalone consumer products.

III. The decision below conflicts with *State v. NV Sumatra Tobacco Trading Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008).

The Court of Appeals' decision conflicts with this Court's decision in *State v. NV Sumatra Tobacco Trading Co.*, 379 S.C. 81, 666 S.E.2d 218 (2008). The panel affirmed dismissal because LG "did not design, manufacture, distribute, advertise, or sell the 18650 Batteries as standalone, replaceable batteries for consumer use" and because the import evidence "only shows unrelated business activities," concluding that "any intermediary action that allowed for the 18650 Batteries

to end up in South Carolina … was not on behalf of or authorized by LG." (Op. at pp. 5–6.) That reasoning cannot be squared with *Sumatra*.

Respectfully, it was error for the Court of Appeals to conclude that a foreign manufacturer's authorization of use of a product is the touchstone of a specific jurisdictional analysis. It is not. In *State v. NV Sumatra Tobacco Trading Co.*, the foreign manufacturer of cigarettes argued it sold abroad to an "independent reseller" and did not itself distribute cigarettes into the United States. 379 S.C. 81, 86, 666 S.E.2d 218, 220 (2008). This Court in *Sumatra* nevertheless affirmed specific jurisdiction, holding that minimum contacts existed "as a whole and, via the stream of commerce theory," because Sumatra manufactured for the U.S. market and its brand was in fact sold in South Carolina. *Id.* at 90, 666 S.E.2d at 222-223.

The constitutional inquiry from *Sumatra* turns on whether the "defendant's [own] conduct and connection with the forum state are such that he should reasonably anticipate being haled into court there" – not whether the defendant directly authorized the last step in the distribution chain. *See id.* at 89-90, 666 S.E.2d at 222. The record here was sufficient to satisfy *Sumatra*: LG manufactured lithium-ion cells (including 18650 batteries) for the U.S. market and, specifically South Carolina, distributed them through its own distribution chain, and repeatedly shipped "LITHIUM ION BATTERY" products through the Port of Charleston with the with the expectation they are sold in South Carolina. (R. pp. 184–243, 292–386; see R. p. 243). The panel's rule—that no specific jurisdiction lies absent proof LG authorized "standalone" consumer sales of these lithium ion batteries—raises the intended use defense on the merits to jurisdictional prerequisites that *Sumatra* does not impose. Whether retail sellers or consumers used these batteries outside LG's preferred use is not what *Sumatra* asks; the question is whether LG's own conduct purposefully targeted the forum. It did.

IV. Exercise of jurisdiction comports with fairness and South Carolina's interests.

For the reasons discussed *supra*, Fleming has satisfied the power prong of the specific jurisdiction analysis. While both the circuit court and the Court of Appeals' declined to address the fairness prong of the due process analysis, it is easily met here.

Under the fairness prong, the court must consider the following factors: (1) the duration of the defendant's activity in this State; (2) the character and circumstances of its acts; (3) the inconvenience to the parties; and (4) the State's interest in exercising jurisdiction. *Cribb v. Spatholt*, 382 S.C. 490, 500, 676 S.E.2d 714, 719 (Ct. App. 2009). LG does not dispute its activity in South Carolina. It has litigated and defended similar claims here a number of times, and its subsidiary was authorized to transact business here. It would not be inconvenient to LG to participate in this litigation in South Carolina. Last, given the extensive injury to Fleming, a South Carolina resident, South Carolina has a substantial interest in exercising jurisdiction over a claim involving its citizen, for a product sold, used, and doing harm in our State.

CONCLUSION

For these reasons, Petitioner Fleming respectfully requests this Court issue a writ of certiorari to review the final decision of the Court of Appeals.

Most respectfully,

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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Roger M. Young, Circuit Court Judge

Unpublished Op. No. 2025-UP-295 (S.C. Ct. App. filed August 13, 2025)
Appellate Case No. 2022-000346

Reid Fleming..... Petitioner,

v.

The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem, Ltd.; John Doe Distributor #1; John Doe Distributor #2; and John Doe Distributor #3 ..... Defendants,

Of which LG Chem, Ltd. is the……. Respondent.

RETURN TO PETITION FOR A WRIT OF CERTIORARI

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COUNTER-STATEMENT OF THE QUESTIONS PRESENTED

I. Whether the Court of Appeals correctly affirmed the circuit court's conclusion that Petitioner failed to establish a prima facie case of personal jurisdiction over LG Chem.

II. Whether the Court of Appeals correctly affirmed the circuit court's conclusion that due process was not satisfied because Petitioner did not show that his claims were related to contacts formed by LG Chem with South Carolina.

III. Whether the Court of Appeals correctly affirmed the circuit court's conclusion that the stream of commerce analogy did not support the exercise of jurisdiction over LG Chem and that the facts of this case are distinguishable from *Sumatra*.

IV. Whether the Court of Appeals correctly affirmed the circuit court's conclusion that it need not reach the fairness prong of the specific jurisdiction analysis because the power prong was not satisfied.

COUNTER-STATEMENT OF THE CASE

Petitioner Reid Fleming ("Petitioner" or "Fleming") asks this Court to review an unpublished decision by the Court of Appeals, agreeing with and affirming the circuit court's order dismissing Fleming's complaint asserting products liability claims against LG Chem based upon lack of personal jurisdiction.

I. PROCEDURAL HISTORY

Fleming filed his Complaint on April 12, 2021, naming as defendants the Planet Vape, LLC, SCECIGARETTE LLC, and LG Chem, Ltd. ("LG Chem"). Fleming alleged that he was injured when a battery he purchased from defendants The Planet Vape and SC E-Cigarette to power his e-cigarette device exploded in his pocket. (R. p. 22.)[1] Fleming alleged that LG Chem manufactured the battery. (R. p. 21.)

Fleming served his Complaint on LG Chem in South Korea through the Hague Service Convention on June 15, 2021. On July 15, 2021, LG Chem moved to dismiss the complaint for

[1] Rule 242(e) provides, "At the same time the petition is filed, the petitioner shall also file the Appendix with the Clerk of the Supreme Court." Because Fleming did not file or serve any appendix with his petition, LG Chem cites herein to the Record on Appeal in the Court of Appeals.

lack of personal jurisdiction. (R. pp. 30-32.) LG Chem's motion was supported by the Affidavit of Mr. Hwi Jae Lee, dated July 13, 2021, and filed July 15, 2021. (R. pp. 33-39.)

On January 7, 2022, pursuant to the circuit court's instructions, both parties filed their briefs. LG Chem filed its Memorandum of Law in Support of its Motion to Dismiss. (R. pp. 46-47.) Fleming filed his Response in Opposition to Defendant's Motion to Dismiss, attaching in support the affidavit of his counsel, dated January 7, 2022, and copies of LG Chem's 2018 and 2017 financial statements; import data; a Certificate of Authority and Business Registration for a subsidiary of LG Chem; and orders from a North Carolina federal district court and other South Carolina circuit courts. (R. pp. 68-270.)

On January 11, 2022, LG Chem filed the Reply Affidavit of Hwi Jae Lee (R. pp. 271-276) and a Motion for Leave to File a Reply Brief. (R. pp. 387-416.) On January 11, 2022, Fleming filed the Declaration of Nickie Bonenfant and appendices. (R. pp. 277-386.)

The circuit court conducted a lengthy hearing on January 18, 2022, during which the court asked many questions, and both parties were allowed ample opportunity to argue the facts and the applicable law. (R. pp. 537-578.) On January 26, 2022, the Court notified the parties by email that LG Chem's Motion to Dismiss was granted and directed LG Chem to submit a proposed order. (R. p. 494.) On February 2, 2022, LG Chem submitted its proposed order. (R. pp. 498-510.) Fleming raised one specific objection regarding the factual depiction of his allegations and generally objected to the overall analysis in the court's order. (R. pp. 512-526.) LG Chem then submitted an amended proposed order that clarified the allegations to which Fleming had objected. (R. pp. 528-534.) Fleming raised no further objections. On February 7, 2022, the circuit court entered its Order granting LG Chem's Motion to Dismiss. (R. pp. 3-13.)

On February 17, 2022, Fleming filed a Motion to Reconsider, attaching portions of a transcript of the personal deposition of an LG Chem employee taken in September 2018 in a lawsuit in Georgia. (R. pp. 417-434.) Fleming asked the Court to reconsider its February 7, 2022 Order, arguing that the Order was based on a misunderstanding and/or misapprehension of facts regarding LG Chem, Ltd.'s products and South Carolina contacts and that the Order effectively leaves Fleming with no forum for his claims against LG Chem. (R. p. 417.)

On February 22, 2022, LG Chem filed its Response in Opposition to Fleming's Motion to Reconsider, supported by exhibits, and arguing that the court correctly applied the law to the facts and that a motion to reconsider is not an appropriate time to raise matters that could have been – but were not – raised before the court ruled on the Motion to Dismiss. (R. pp. 435-536.) On February 23, 2022, the circuit court denied Fleming's Motion to Reconsider. (R. pp. 14-16.)

On March 21, 2022, Fleming filed his Notice of Appeal. (R. p. 1.) On April 19, 2022, Fleming filed a motion to certify the case to this Court. (Mot. to Certify) On May 17, 2022, this Court denied the motion. (5/17/22 Order.)

Fleming filed his Final Initial and Reply Briefs on January 25, 2023. LG Chem filed its Final Respondent's Brief on February 1, 2023. Fleming filed a supplemental citation letter on June 2, 2025. LG Chem filed a responding supplemental citation letter the same day.

The Court of Appeals conducted oral argument on June 3, 2025, and issued its decision affirming the circuit court's order of dismissal on August 13, 2025. On August 28, 2025, Fleming filed a petition for rehearing, which the Court of Appeals denied on September 10, 2025.

II. STATEMENT OF FACTS.

Petitioner Reid Fleming is a resident of Anderson County, South Carolina. (R. p. 17.) Fleming alleged that on or around May 24, 2018, he was injured when a lithium-ion battery he had purchased from Planet Vape and SC E-Cigarette for use with his e-cigarette device exploded in

his pocket. (R. 22.) Fleming further alleged that these retailers marketed or represented the batteries as being "LG" brand. (R. p 21.) Although not specifically identified in his Complaint, Fleming agreed in his brief on appeal that the type of battery he allegedly purchased and used as a standalone battery with his e-cigarette device was an 18650. (Fleming's Initial Br. at 14.)

A. LG Chem's motion to dismiss.

LG Chem is a Korean corporation with its headquarters and principal offices in Seoul, South Korea. (R. p. 36.) Fleming did not dispute this fact and conceded that general jurisdiction was not at issue. (R. p. 17, 543.)

LG Chem's Motion to Dismiss was supported by admissible evidence, through the Affidavit of Hwi Jae Lee, showing that LG Chem did not serve a consumer market in South Carolina (or anywhere else) for standalone 18650 batteries. LG Chem never designed, manufactured, distributed, advertised, or sold its lithium-ion battery cells directly to consumers for use as standalone, replaceable batteries (with e-cigarette devices or for any other purpose) in South Carolina or anywhere else. (R. p. 37.) The lithium-ion cells that LG Chem manufactured were industrial component parts, not standalone, replaceable consumer batteries; and they were not designed to be handled by consumers. (R. p. 37.) LG Chem never conducted any business with the South Carolina vape store that allegedly sold the subject battery cell to a South Carolina consumer as a standalone battery; never authorized them or anyone else to advertise, distribute, or sell its lithium-ion cells to individual consumers for use as standalone, replaceable batteries; and never distributed, supplied, sold, or shipped any lithium-ion battery cells to anyone in South Carolina known to LG Chem to be engaged in the business of selling 18650 lithium-ion cells directly to individual consumers for use as standalone, replaceable batteries to power vaping

devices. (R. pp. 37-39.)[2]

B. Fleming's proffer of extrinsic evidence concerning unrelated business activities.

In opposition to LG Chem's Motion to Dismiss, Fleming introduced import data charts and the Declaration of Nickie Bonenfant, Chief Operating Officer of a company called ImportGenius, to show the Court that LG Chem had shipped "lithium ion battery products" to South Carolina. Fleming argued that the charts showed that LG Chem had shipped hundreds of products into the Port of Charleston, either directly or using a subsidiary company (LG Chem America, Inc.) as a consignee or distributor. (R. p. 76.) Fleming also stated that LG Chem was "registered to do business in South Carolina" (R. pp. 79, 244) and submitted the decisions of five other South Carolina trial courts that had denied similar motions to dismiss in other cases involving similar claims after relying on similar information and exhibits. (R. pp. 79-81 & 248-270).

Fleming argued that his exhibits showed "984 shipments through the Port of Charleston, with 818 of those shipments co-signed by LGCAI." (R. p. 76.) In so doing, Fleming created the misimpression that those 984 shipments were lithium-ion battery products, when in fact not a single one of the entries on the 59-page chart attached as Exhibit 3 to his Opposition reflected shipment of any type of lithium-ion battery product to anyone in South Carolina. Instead, the shipment descriptions on the chart refer to "methyl acrylate", "ethyl hexyl acrylate", "resin ABS", "acrylic acid," and "synthetic rubber," among others, which are petrochemical products, not lithium-ion battery products. (R. pp. 393, 274, 405).

[2] Long after LG Chem was dismissed from the suit, Fleming amended his complaint to allege that Direct Vapor, LLC (in Florida)and Wick n' Coil Distribution, LLC (in North Carolina) distributed 18650 lithium-ion battery cells to SCECIG and Planet Vapor during the time period that Fleming purchased the subject batteries at issue in the suit. Although this was not part of the record, LG Chem's counsel addressed this amended pleading at oral argument, in response to a question from the Court. Fleming's amendment further confirmed that it was unauthorized third parties, not LG Chem or its subsidiary, that brought the subject 18650 cells to South Carolina.

Fleming also argued that his exhibits showed that "13 shipments of LG Chem lithium ion batteries went through the Port of Charleston and shipped out to businesses operating in South Carolina." (R. p. 76.) In fact, the chart appeared to show a single shipment to a South Carolina entity (a car manufacturer) prior to the date of the alleged incident in this case (May 24, 2018). The chart also appears to show 8 other shipments to the same car manufacturer in 2019 (after the alleged incident at issue) and 3 shipments on the same post-incident date (December 21, 2018) to a power company in Raleigh, North Carolina. Nothing in Fleming's Exhibit 4 supports the inference that the 13 shipments (12 of which occurred after the alleged incident in this case) were 18650 lithium-ion battery cells shipped to vape stores. (R. pp. 393, 274, 405.)

Fleming offered no evidence to support his argument that "a lithium-ion battery is a lithium-ion battery." Nor did he offer any evidence to support his analogy offered at the hearing that the distinction between different types of lithium-ion battery products "would be like . . . drawing a distinction between light cigarettes and ultra light cigarettes." (R. p. 568.) To the contrary, the admissible evidence (and information that is readily publicly available) supports that "lithium-ion battery products" encompasses multiple different types of products. For example, lithium-ion battery cells the size and shape of a purse or briefcase can be joined together in battery systems the size of an office desk to power electric vehicles, such as cars and buses. (R. p 53.)

The type of battery cell allegedly at issue in this case (and in every other decision Fleming submitted and asked the circuit court, Court of Appeals, and this Court to consider) is an 18650 lithium-ion cell, which measures 65 mm in length and 18 cm in diameter and is cylindrical in shape and comes in many different models. (R. pp 53, 549.) [3]

[3] At the time of the relevant events, LG Chem manufactured 18650 lithium-ion battery cells. LG Chem spun off its battery division on December 1, 2020 to a newly formed wholly-owned subsidiary called LG Energy Solution, Ltd. LG Energy Solution, Ltd. now manufactures 18650 lithium-ion cells. (R. p. 35.)

And regardless of the size or type of lithium-ion battery cell at issue (indisputably the 18650 here), LG Chem never supplied any lithium-ion battery cells (of any size or type) to consumers for use as standalone, replaceable batteries. (R. p. 37.) Any consumer in South Carolina – or anywhere else in the United States – who purchased an LG 18650 lithium-ion battery cell as a standalone battery (whether for an e-cigarette device or for any other purpose) had access to the cell through a distribution chain that LG Chem did not authorize. (R. p. 37.)

C. Fleming's untimely proffer of new facts with his Motion to Reconsider.

After the circuit court granted LG Chem's Motion to Dismiss, Fleming moved to reconsider for two reasons: (1) Fleming argued the Order was issued based on "a misunderstanding and/or misrepresentations of fact" regarding LG Chem's products and contacts with South Carolina; and (2) Fleming argued the result was unfair because he was left "with no forum" and "no recourse" for his claims. (R. p. 417.) In support of the first point, Fleming introduced portions of a transcript of the personal deposition of an LG Chem employee taken in September 2018 in a lawsuit in Georgia, responding to questions about the use by Phillip Morris of 18650 cells in the charging unit of its IQQS vaping device. Fleming argued that LG Chem's counsel had misrepresented facts to the court concerning LG Chem's business activities. (R. pp. 419-421.)

Non-confidential portions of the deposition excerpts Fleming submitted (that he did not quote or otherwise bring to the circuit court's attention) explained that the IQOS device was designed to incorporate a lithium-ion cell with protective circuitry in a charging unit and that, unlike the vaping device at issue in this suit, was not designed or manufactured to be powered by 18650 lithium-ion cells sold directly to consumers as standalone, replaceable batteries. (R. p. 439.) Instead, the 18650 cell is incorporated with protective circuitry and inaccessible to the consumer,

similar to laptop computers, power drills, e-bikes, and other consumer electronics manufactured using 18650 lithium-ion cells embedded in battery packs with protective circuitry.[4]

At the hearing on the Motion to Dismiss, LG Chem's counsel had explained to the circuit court the difference between e-cigarette devices powered by an embedded battery and the type of vaping device at issue in this case, which is a type designed by third parties, acting without LG Chem's authorization, to be powered by 18650 cells used as standalone, replaceable batteries. (R. pp. 554-555, 547 (describing the different LG Chem products in general and their purposes); R. p. 560 (describing generally that LG Chem did not sell 18650 cells to be handled by consumers but instead to "go to a manufacturer that would incorporate it with protective circuitry embedded in a device"); R. p. 562 (same).

Also in support of his Motion to Reconsider, Fleming provided the circuit court with native excel files for the Appendices to the Declaration of Nickie Bonenfant that had previously been filed in "PDF" format. (R. pp. 417-434.) In his Motion to Reconsider, Fleming stated that he could not tell from the excel spreadsheets which type of lithium-ion battery was involved in the shipments to the car manufacturers in South Carolina (R. p. 418), ignoring LG Chem's admissible evidence supporting the conclusion that the shipments to car companies were not 18650 lithium-ion cells and also ignoring the fact that his appendices can be searched for "18650," resulting in two entries for shipments that arrived in the United States at a California port for delivery to a manufacturer located in California. (R. pp. 274, 574.) Fleming then asked the court to reconsider its decision, or in the alternative, to allow Fleming to "seek leave of court to conduct jurisdictional discovery into the issues regarding LG Chem's South Carolina contacts and the lithium-ion batteries it designs for

[4] As an aside, publicly available information showed that the IQOS device was first approved by FDA for sale in the United States nearly a year after Plaintiff's alleged incident. *See* https://www.fda.gov/news-events/press-announcements/fda-permits-sale-iqos-tobacco-heating-system-through-premarket-tobacco-product-application-pathway. (R. p. 439.)

use with vaping devices for Phillip Morris." (R. p. 426.)

Promptly after LG Chem submitted its Memorandum in Opposition to the Motion to Reconsider, the circuit court denied the motion on the basis that "a motion for reconsideration is not a vehicle to re-litigate previously raised issues" or "to raise argument or present evidence that could have been presented prior to the entry of judgment." (R. p. 15.)

III. THE COURT OF APPEALS' DECISION.

After briefing and oral argument, the Court of Appeals issued its decision on August 13, 2025. Judge Thomas wrote the opinion of the Court. Judge Curtis concurred. Judge Hewitt dissented.

In its decision, the Court of Appeals agreed with the circuit court's reasoning and interpretation of the record in all respects. First, the Court of Appeals agreed with the circuit court's conclusion that Fleming had failed to establish a prima facie case of personal jurisdiction, either through his pleadings or through evidence submitted by the parties – including Fleming's proffered affidavit and voluminous exhibits. (COA Op. at p. 1-2). Specifically, the Court of Appeals agreed that Fleming pled no facts, and offered no evidence, to support his conclusory assertion that his claims were related to forum-specific conduct by LG Chem. (COA Op. at p. 2).

Second, the Court of Appeals agreed with the circuit court's distinction of the facts of this case from the U.S. Supreme Court's decision in *Ford Motor Company v. Montana Eighth Judicial District Court*. By contrast to *Ford*, where Ford admittedly engaged in extensive, consumer-directed activities for the very type of vehicles at issue in that case (Ford Explorers and Crown Victorias), here, the uncontroverted evidence showed that it was third parties, acting without LG Chem's authorization, that supplied consumers with the type of battery cells at issue and that LG Chem's activities of shipping unrelated products to South Carolina did not satisfy due process. (COA Op. at p. 2-3).

Third, the Court of Appeals agreed with the circuit court's distinction of the facts of this case from this Court's 2008 decision in *State v. NV Sumatra Tobacco Trading Co.* and determination that the stream of commerce analogy did not support the exercise of specific jurisdiction here. Unlike *Sumatra*, where the foreign defendant cigarette manufacturer admittedly sold nearly seven million cigarettes to South Carolina consumers through its intended distribution chain, here, LG Chem's uncontroverted evidence showed that LG Chem never manufactured, distributed, advertised, or sold 18650 lithium-ion battery cells as standalone batteries for use by consumers, and never authorized anyone else to do so either. (COA Op. at p. 4-5).

Finally, the Court of Appeals agreed with the circuit court's conclusion that, because Fleming failed to establish that the power prong of the specific jurisdiction analysis was satisfied, there was no need to consider the fairness prong. (COA Op.at p. 5).

ARGUMENT

The Court of Appeals properly affirmed the circuit court's dismissal of LG Chem for lack of personal jurisdiction, and Fleming presents no grounds warranting certiorari. *See* Rule 242(b), SCACR.

The essence of Fleming's appeal was the question whether his vague and conclusory allegations were sufficient to establish personal jurisdiction over a non-resident defendant manufacturer. Fleming asked the circuit court to go beyond the pleadings and consider evidence he himself offered, then challenged that decision on appeal when the evidence undermined his arguments. The outcome in this case turned on a fact-specific analysis of Fleming's allegations and the evidence submitted to the circuit court, and none of the criteria for certiorari review is satisfied here.

First, Fleming pled no facts and offered no evidence to meet his burden of proving that his claims were related to forum-specific conduct of LG Chem, and the Court of Appeals correctly affirmed the circuit court's conclusion that Fleming failed to establish a prima facie case of personal jurisdiction over LG Chem. Second, the Court of Appeals correctly applied the relatedness standard articulated in *Ford Motor Co. v. Montana Eighth Judicial District Court* when affirming the circuit court's conclusion that Fleming's claims did not arise out of or relate to any forum-specific conduct of LG Chem, and there is no conflict. Third, the Court of Appeals correctly affirmed the circuit court's finding that the facts of this case are readily distinguishable from *State v. NV Sumatra Tobacco Trading, Co.*, and there is no conflict. Finally, because Fleming failed to satisfy the power prong of the specific jurisdiction analysis, the Court of Appeals correctly found that it need not reach the fairness prong.

I. THE COURT OF APPEALS CORRECTLY AFFIRMED THE CIRCUIT COURT'S CONCLUSION THAT FLEMING FAILED TO ESTABLISH A PRIMA FACIE CASE OF PERSONAL JURISDICTION.

The Court of Appeals correctly affirmed the circuit court's conclusion that Fleming did not establish a prima facie showing of personal jurisdiction because he pled no jurisdictional facts and offered no evidence to support his conclusory assertion that his claims were "related" to forum-specific conduct of LG Chem. (COA Op. at 3.)

A. The Court of Appeals correctly found that Fleming's allegations and evidence were not sufficient to meet his burden of proof.

Fleming cites to the dissent's interpretation of the pleadings to support his argument that his allegations, alone, were sufficient to support his burden of proof. (Pet. at 6-7.)

However, as the circuit court correctly found, and the Court of Appeals properly affirmed, Fleming's Complaint made no mention of 18650 lithium-ion batteries, even though he later acknowledged that this is the type of product allegedly at issue in this suit. His Complaint also did

not plead any facts to support his conclusory assertion that his claims were "related" to forum-specific conduct by the defendant. And, although he asked the circuit court to go beyond the pleadings and consider evidence to decide LG Chem's motion to dismiss, Fleming offered no evidence to (1) contradict LG Chem's evidence that it never designed, manufactured, distributed, advertised, or sold 18650 lithium-ion battery cells for sale to consumers as standalone, replaceable batteries in South Carolina, or anywhere else or (2) show that LG Chem was distributing 18650 lithium-ion cells to consumers in the state (either directly or through a subsidiary).

The circuit court correctly found, and the Court of Appeals correctly agreed, that Fleming did not make any specific allegations that would show either contacts of LG Chem with South Carolina related to the particular product at issue in this case or how those contacts might possibly relate to Fleming's claims in this case. (R. p. 6; COA Op. at p. 1).

And once Fleming asked the circuit court to consider extrinsic evidence, and that evidence further supported LG Chem's defense, it would have been error for the circuit court to decide that vague and conclusory allegations in Fleming's complaint were enough to meet his burden of proof, particularly when, as the circuit court found, and the Court of Appeals agreed, the evidence submitted by the parties, including LG Chem's affidavits and Fleming's affidavit and voluminous exhibits, did not reflect shipment of 18650 lithium-ion cells to anyone in South Carolina, let alone anyone engaged in the consumer vaping industry. (R. p. 7-8; COA Op. at p. 1-2).

B. Fleming's reliance on a handful of out-of-state decisions cited in the dissent does not support review.

Referencing the dissent, Fleming contends that other courts exercising jurisdiction "on similar facts" are "comfortable" doing so "because the manufacturers are taking advantage of the state's business markets." (Pet. at 8). That analysis is flawed for two reasons.

First, it runs directly contrary to established precedents to conclude that a manufacturer is subject to specific jurisdiction simply because it does business in the state. *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 n.6 (2011) (recognizing that "even regularly occurring sales of a product in a State do not justify the exercise of jurisdiction over a claim unrelated to those sales"); *Bristol-Myers Squibb Co. v. Superior Court*, 582 U.S. 255, 264, 137 S.Ct. 1773, 1781 (2021) ("When there is no such connection, specific jurisdiction is lacking regardless of the extent of the defendant's unconnected activities in the State."); *Ford Motor Co. v. Montana Eighth Jud. Dist. Ct*., 592 U.S. 351, 365, 141 S. Ct. 1017, 1028 (2021) (relatedness does not mean "anything goes"; the claims at issue must be related to the defendant's own business activities in the state for the particular product at issue).

Second, Fleming's argument depends on a mischaracterization of the facts here and misplaced reliance on the out-of-state cases cited in the dissent. In those cases, the courts concluded that LG Chem did not rebut those plaintiffs' allegations that LG Chem extensively shipped 18650 lithium-ion cells[5] into the forum state and that this was sufficient to satisfy constitutional due process at the *prima facie* stage. Although LG Chem disagrees with the analysis in those cases, it is an important distinction here because Fleming did *not* allege that LG Chem was shipping extensive quantities of 18650 cells to South Carolina and because Fleming's own evidence undermined any attempt to argue that he had.

In addition, Fleming does not address the many cases that have found personal jurisdiction lacking over LG Chem in cases involving claims of injury from use of an 18650 lithium-ion battery cell as a standalone battery with a vaping device, *regardless* of whether LG Chem shipped 18650 cells to industrial customers (never consumers) in the forum state. *See, e.g.*, *Quiniones v. LG*

[5] Those cases specifically relied on allegations of business activities for 18650 lithium-ion battery cells, not "lithium-ion battery products" generally.

Chem, Ltd., No. 23-15941, 2024 WL 4678053 (9th Cir. Nov. 5, 2024) (unpublished) (affirming dismissal of LG Chem for lack of personal jurisdiction in California where LG Chem sold 18650 cells to battery packer and equipment manufacturer); *Yamashita v. LG Chem, Ltd.*, 62 F.4th 496 (9th Cir. 2023) (concluding that, even if LG Chem had sold 18650 batteries to manufacturers for incorporation in consumer products sold in Hawaii, "these sales would not be related to purchases of stand-alone batteries by Hawaii consumers"); *LG Chem, Ltd. v. Superior Ct. of San Diego Cnty*. (*Lawhon*), 80 Cal. App. 5th 348, 295 Cal. Rptr. 3d 661 (2022); *Kadow v. LG Chem, Ltd*., No. B309854, 2021 WL 5935657 (Cal. Ct. App. Dec. 16, 2021), *review denied* (Mar. 30, 2022); *see also State ex rel. LG Chem, Ltd. v. McLaughlin*, 599 S.W.3d 899 (Mo. 2020); *Eriksen v. ECX, LLC, et al.*, No. 79473-I, 2020 WL 6395534 (Wash. Ct. App. Nov. 2, 2020) (unpublished).[6]

II. THE COURT OF APPEALS CORRECTLY AFFIRMED THE CIRCUIT COURT'S APPLICATION OF *FORD*'S RELATED-NESS STANDARD, AND THERE IS NO CONFLICT.

Fleming argues that the Court of Appeals applied the "causation-only" approach rejected in *Ford* and failed to consider what Petitioner describes as "substantial in-state contacts involving lithium-ion battery sales and shipments." (Pet. 8-11.)

In *Ford*, the U.S. Supreme Court reiterated that, to satisfy due process for specific jurisdiction, the plaintiff's claim "must arise out of or relate to the defendant's contacts with the forum." 592 U.S. at 359, 141 S. Ct. at 1025. The *Ford* court further reiterated that the specific jurisdiction analysis must focus on the extent and nature of the defendant's own conduct directed

[6] *See also Richter v. LG Chem, Ltd*., No. 18-CV-50360, 2022 WL 5240583 (N.D. Ill. Sept. 27, 2022); *Straight v. LG Chem, Ltd*., No. 2:20-CV-6551, 2022 WL 16836722 (S.D. Ohio Nov. 9, 2022); *Grizzard v. LG Chem Ltd*., No. 2:21CV469, 2022 WL 17076706, at *7 (E.D. Va. Nov. 18, 2022); *Matter of Am. River Transp. Co., LLC* (*ARTCO*), No. CV 18-2186, 2022 WL 17325899, at *7 (E.D. La. Nov. 29, 2022); *Huntington v. Smoke City for Less LLC*, No. 4:22-CV-05014-MKD, 2023 WL 2996729, at *8 (E.D. Wash. Apr. 18, 2023); *Heit v. LG Chem, Ltd.*, No. 21-CV-00771-HFS, 2023 WL 1928289 (W.D. Mo. Feb. 10, 2023)); *Mehl v. LG Chem Ltd.,* No. 6:21-CV-01149-AA, 2022 WL 3595089 (D. Or. Aug. 23, 2022), *amended on reconsideration,* No. 6:21-CV-01149-AA, 2023 WL 6200288 (D. Or. Sept. 22, 2023), *appeal docketed,* No. 23-3943 (9th Cir. Dec. 5, 2023); *Bullock v. Otto Imports, LLC*, No. 4:19-CV-149-BJB, 2022 WL 949914 (W.D. Ky. Mar. 29, 2022).

to the forum state and the degree to which that conduct is related or connected to the plaintiff's claims. *Id.* at 1027–28. Finally, the *Ford* court made clear that its decision did not mean "anything goes." Instead:

> In the sphere of specific jurisdiction, the phrase 'relate to' incorporates real limits, as it must to adequately protect defendants foreign to a forum.

Ford, 592 U.S. at 362, 141 S. Ct. at 1026.

In *Ford*, the Supreme Court found personal jurisdiction existed over Ford Motor Company in the forum states at issue based on its extensive in-state consumer-directed activities for the specific products at issue. Ford conceded both that it purposefully availed itself of the privilege of doing business in the forum states *and* that it served a consumer market in the forum states for the very vehicles at issue. The facts of this case are not like *Ford*.

The Court of Appeals properly considered and applied the *Ford* standard when affirming the circuit court's decision, based upon uncontroverted evidence in the record, that LG Chem's in-state activities were not sufficiently related to Fleming's claims to satisfy due process. Fleming's insistence that LG Chem did not deny doing "substantial battery related business" misstates the record. In fact, Fleming did not plead any jurisdictional facts specific to the particular product at issue in this suit – a 18650 lithium-ion battery cell that was re-sold as a consumer battery, as the circuit court correctly found. (R. p. 6). Further, the evidence that Fleming himself offered and asked the circuit court to consider undermines his argument that LG Chem was conducting substantial battery business in the state related to his claims. (R. pp. 545-46, 574; 440; 274).

As the circuit court correctly found, at best, Fleming's evidence, if admissible, would show only that LG Chem directed unrelated business activities to South Carolina entities, including shipment of petrochemical products such as "methyl acrylate," "acrylic acid," and "synthetic rubber," as well as shipment of electric vehicle batteries to car manufacturing companies. (R. p.

__ - circuit court at 6) None of Fleming's exhibits reflect shipments of 18650 lithium-ion cells to anyone in South Carolina, let alone anyone engaged in the consumer vaping industry. (*Id*.)

In *Ford*, the Supreme Court found the exercise of personal jurisdiction over Ford satisfied due process when a consumer plaintiff asserted product liability claims based on use of a Ford vehicle that had arrived in the forum state (where the accident occurred) as the result of consumer relocations and resales, and was not designed, manufactured, or sold in the forum by Ford.

Although Ford did not bring the specific vehicles to the forum states, Ford itself admittedly engaged in extensive and wide-ranging activities in the forum state in furtherance of its undisputed intention to serve a consumer market for the very same type of vehicles at issue. It was Ford, not unauthorized third parties, that supplied consumers in Minnesota and Montana with Ford vehicles (and specifically Explorers and Crown Victorias – the vehicles at issue in the underlying cases). *Ford*, 592 U.S. at 365, 141 S. Ct. at 1028. It was Ford, not unauthorized third parties, that advertised those vehicles to in-state consumers on TV and billboards and by "every means imaginable." *Id.* And it was Ford that licensed dealers to sell, maintain, and repair Ford cars in Minnesota and Montana. *Id.* Thus, Ford had "a veritable truckload" of relevant, suit-related contacts with Minnesota and Montana. *Id*. at 371, 141 S. Ct. at 1031.

The U.S. Supreme Court found that Ford's widespread activities directed to the consumer auto market in the forum states (such as billboards, TV and radio spots, print ads, direct mail, and local dealer repair services and sale of replacement parts) established the necessary connection between the consumers' claims and Ford's state-directed activities involving those same kinds of motor vehicles. *Id.* at 365, 141 S. Ct. at 1028. In reaching that conclusion, the *Ford* court was careful to note that Ford's admitted, extensive in-state consumer-directed business activities involved the specific cars at issue – Ford Explorers and Crown Victorias.

No such facts are present here. There were no retailers licensed by LG Chem to supply LG lithium-ion battery cells directly to consumers. There were no dealers authorized by LG Chem to repair or replace lithium-ion battery cells for consumers. There were no TV or billboards or other advertisements whereby LG Chem "urged" consumers to purchase lithium-ion battery cells as standalone, replaceable batteries for any purpose. And Fleming himself did not allege otherwise; in fact, Fleming alleged that LG Chem *failed to prevent* others from providing consumers in South Carolina with lithium-ion battery cells for use as standalone, replaceable batteries.

Under these precedents, it *does* matter how products of the type at issue arrive in the state. In *Ford*, there was specific jurisdiction despite Ford not having brought the particular car at issue into the state. But Ford conceded that it extensively served consumer markets in the forum states for the exact same types of cars at issue – Ford Explorers and Crown Victorias. Even though the specific cars at issue did not arrive in the forum for purchase by consumers through Ford's actions, it was undisputed that numerous other cars (of the same type) did. Thus, the U.S. Supreme Court rejected Ford's causation-only argument.

But here, by contrast, it is true *not only* that the particular 18650 lithium-ion cell at issue in this case (if LG Chem even manufactured it, which was never established) arrived in South Carolina through the unilateral actions of third parties *but also* that *any* 18650 lithium ion cell that arrived in any vape store or other retailer in South Carolina for sale to a consumer as a standalone battery can only have done so through the unilateral actions of third parties, and not resulting from or related to any conduct LG Chem directed here.

The Court of Appeals correctly found that any connections that exist between South Carolina and this lawsuit were formed entirely by Fleming and other third parties—not by LG Chem—and that the related-ness standard articulated in *Ford* was not satisfied.

III. THE COURT OF APPEALS CORRECTLY AFFIRMED THE CIRCUIT COURT'S CONCLUSION THAT THE FACTS OF THIS CASE DISTINGUISH IT FROM *SUMATRA*, AND THERE IS NO CONFLICT.

Fleming argued to the Court of Appeals that, under *State v. NV Sumatra Tobacco Trading, Co*., 379 S.C. 81, 666 S.E.2d 218 (2008), allegations that a defendant manufactured a product outside the state and expected that it would be distributed or misused by others in South Carolina are sufficient to support the exercise of jurisdiction "regardless of how [the battery cells] arrived in South Carolina." (Appellant's Initial Br. at 22.)

That interpretation does not follow from *Sumatra,* where, describing the stream of commerce theory, this Court recognized that "[t]he 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." 379 S.C. at 89, 666 S.E.2d at 222 (emphasis added) (citing *Southern Plastics Co*. (citing *World-Wide Volkswagen Corp. v Woodson*, 444 U.S. 286, 297 (1980).)

This Court concluded this standard was met in *Sumatra* in light of the volume of cigarettes the defendant admittedly distributed for sale to consumers throughout the United States, including almost seven million cigarettes sold to consumers in South Carolina in one year as the direct result of the cigarette manufacturer's intended chain of distribution. *Id.* at 87–92, 666 S.E.2d at 221–24. The Indonesian manufacturer sold its cigarettes to its designated distributor, which then distributed the cigarettes to South Carolina for the specific purpose of distributing them to consumers as a consumer product. *Id*. at 86, 666 S.E.2d at 220.

As the Court of Appeals correctly recognized, "[t]hat evidence is not present here." (COA Op. at p. 5). By contrast to the facts of *Sumatra*, here, LG Chem denies that it distributed any 18650 battery cells to anyone for sale as a standalone product to consumers in South Carolina—

or anywhere else. And despite Fleming's argument that LG Chem's subsidiary distributed batteries here, Fleming did not make any such allegations in the Complaint and did not offer any evidence to support the statement – which is simply untrue.[7] Neither Fleming's allegations nor his own evidence could support a finding, like that in *Sumatra*, that the out-of-state manufacturer distributed its product (here, standalone 18650 lithium-ion cells) to consumers in the state through its intended chain of distribution.

In *Sumatra*, this Court expressly 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). The Court of Appeals correctly agreed with the circuit court that the facts of this case are highly distinguishable from *Sumatra* and therefore require a different result.

IV. THE COURT OF APPEALS CORRECTLY AFFIRMED THE CIRCUIT COURT'S CONCLUSION THAT IT WAS NOT NECESSARY TO REACH THE FAIRNESS PRONG BECAUSE THE POWER PRONG WAS NOT MET.

To satisfy due process, the court must find that (1) the defendant has the requisite minimum contacts with the forum, without which the court does not have the power to adjudicate the action (the power prong); and (2) the exercise of jurisdiction would be "reasonable" or "fair" (the fairness prong). *See S. Plastics Co. v. S. Commerce Bank*, 310 S.C. 256, 260, 423 S.E.2d 128, 131 (1992). The Court of Appeals agreed with the circuit court's conclusion that it was not necessary to reach the fairness prong because Fleming failed to satisfy the power prong. (COA Op. at p. 6).

[7] Fleming argued that the circuit court should follow the decisions of five other circuit courts that had denied similar motions to dismiss. LG Chem showed that those decisions were contrary to law and were not supported by the evidence introduced in those cases. For example, the record in two of the cases, *Williamson v. Pirates Cove Vapor Lounge, LLC, et al*., 2019-CP-07-02270 and *Roberts v. Planet Vape, et al.,* 2020-CP-10-00912, included admissible affidavit evidence, which those circuit courts failed to consider, showing that LG Chem's subsidiary, LGCAI, never sold 18650 battery cells (or any type of lithium ion batteries) **to anyone in South Carolina** (let alone consumer retail vape stores). (R. pp. 395, 408-416.) And yet, Fleming relied on those cases to argue that LGCAI had distributed LG Chem's 18650 lithium-ion batteries into South Carolina, which was not accurate, as the record in this case plainly showed. (R. p. 274) (showing that LGCAI was only involved in shipment of petrochemical products).

CONCLUSION

For the reasons stated above, this Court should deny the petition for writ of certiorari.

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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
The Honorable Roger M. Young, Sr., Circuit Court Judge

Opinion No. 2025-UP-295 (S.C. Ct. App. filed Aug. 13, 2025)
Appellate Case No. 2022-000346

Reid Fleming, ... Appellant,

v.

The Planet Vape, LLC; SCECIGARETTE, LLC; LG Chem Ltd.; John Doe Distributor #1; John Doe Distributor #2; and John Doe Distributor #3 . . . . . Defendants,

Of which LG Chem Ltd. is the . . . . . Respondent.

REPLY TO RESPONDENT'S RETURN TO THE PETITION FOR A WRIT OF CERTIORARI

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INTRODUCTION

In this product liability action—where an LG lithium-ion battery exploded in Mr. Fleming's vaping device and permanently injured him—LG Chem has never denied that it manufactured, distributed, and placed the subject battery into the stream of commerce, or that it distributes this type of battery with the reasonable expectation that batteries like the subject battery will be used in South Carolina. Even now, LG Chem does not—and cannot—dispute this.

LG Chem instead asks this Court to endorse a narrow, causation-only theory of "relatedness" in the specific jurisdiction analysis that turns on whether LG Chem itself directly served the market for standalone 18650 lithium-ion batteries, and on whether the particular shipments Mr. Fleming identified for the trial court were labeled in a way Respondents now prefer. *See* Return at 4–6, 14–18. That approach cannot be squared with the standard on a motion to dismiss for lack of personal jurisdiction, the decision in *Ford Motor Co. v. Montana Eighth Judicial District Court,* 592 U.S. 351, 365, 141 S. Ct. 1017, 1028 (2021), this Court's decision in *State v. NV Sumatra Tobacco Trading, Co.,* 379 S.C. 81, 666 S.E.2d 218 (2008), or with the Court of Appeals dissent, which would have held that Mr. Fleming "sufficiently alleges facts that support specific personal jurisdiction" and that this is precisely the kind of LG Chem case dividing courts across the country. *See* Petition at 2–6, 9–15; Op. at 13 (Hewitt, J., dissenting). Petitioner reincorporates all arguments previously presented and will not burden the Court by restating points already fully addressed in the Petition. Accordingly, Petitioner replies as follows:

I. LG Chem still does not deny that it sold the subject battery, and the standard of review issue remains untouched.

What remains overlooked—both in the majority opinion and now in LG Chem's Return—is that LG Chem still has never denied that it manufactured, distributed, and sold the battery that exploded in Mr. Fleming's pocket. *See* Op. at 7. LG Chem only disputes that that the battery was

not authorized by LG Chem for that particular use in a vaping device, and that its own labels do not indicate that 18650 cells including the one that exploded are among the shipments labeled "LITHIUM ION BATTERIES." But LG Chem does not, nor can it, reconcile the evidence of its shipments of lithium-ion batteries through the Port of Charleston to South Carolina cities with the standard on a motion to dismiss for lack of personal jurisdiction. LG does not address the inconsistency. Rather, LG Chem strains credulity to separate even further the terminology LG used to label its shipments headed into our state. Indeed, according to LG Chem now, the test for specific jurisdiction is dependent on what LG itself labels its shipments. Only if the shipping label includes some iteration of "18650 lithium ion batteries for consumer use" can LG Chem be haled into a South Carolina court in a case where a lithium ion battery, an 18650 battery, explodes and injures a South Carolina citizen. Return at 15-16. This cannot be true.

Further, despite LG Chem's insistence throughout this appellate process that Mr. Fleming has offered no evidence that an 18650 battery and a lithium ion battery are one in the same here, LG Chem too cannot support the inverse – that these lithium ion batteries do not include the one that injured Mr. Fleming. What *is* clear from the existing evidence is that LG actively directs substantial lithium-ion battery commerce into South Carolina, including repeated shipments labeled as "lithium-ion batteries" without any indication of size or end-use limitation. At the jurisdictional stage—before any merits-based discovery—Mr. Fleming cannot be expected to determine whether these shipments contained the precise cell model that injured him, and LG is in no position to credibly assert that they did not.

What the record does show, when the factual disputes are resolved in favor of Mr. Fleming, is that LG Chem deliberately and continuously served the South Carolina market with lithium-ion battery products, fully aware that its cells are used in a wide range of consumer applications,

including LG's knowledge of the use in vaping devices at issue here. That level of purposeful forum-directed activity is more than sufficient to support specific jurisdiction when a South Carolina resident is injured in South Carolina by an LG lithium-ion battery.

The factual disputes—over whether LG's own records show lithium-ion battery and 18650 battery shipments into South Carolina to name a few—must be resolved in Mr. Fleming's favor. That is true whether those batteries were destined for EV packs, IQOS device, consumer devices, or any other end use. *Ford* and *Sumatra* turn on whether the defendant "systematically served a market" in the forum for the type of product that malfunctioned there. When resolving the factual disputes in favor of Mr. Fleming, the result is simple: LG targeted South Carolina with its batteries, distributed its batteries in South Carolina, and expected its batteries to be used in South Carolina. By re-labeling Mr. Fleming's battery-shipment evidence as "unrelated business activities," LG simply highlights the factual disagreement the majority improperly resolved against Mr. Fleming.

II. LG misapplies *Sumatra* and *Ford.*

LG injects into *Sumatra* and *Ford* a requirement that neither case contains: that specific jurisdiction exists only when the defendant directly served a discrete consumer market for the *exact* end-use at issue. Return at 16-18. Relying on the Court of Appeals' reasoning, LG Chem repeats that it did not distribute "any 18650 battery cells to anyone for sale as a standalone product to consumers … anywhere." Return at 18. LG Chem argues that under *Sumatra*, in order to be haled into Court in South Carolina, the product must be distributed to the consumers for use only as authorized or intended by the manufacturer. Return at 18-19. But *Sumatra* says nothing about intended or authorized end-use, and LG offers no authority to the contrary.

The same flaw is found in LG Chem's *Ford* analysis. *Ford* did not hold that a defendant must engage in "extensive in-state consumer-directed activities for the specific product at issue"

in order for specific jurisdiction to exist. Return at 15–17. What *Ford* stands for is broader: a plaintiff's claims must "arise out of or relate to" the defendant's forum contacts, and the "relate to" standard is not limited to a strict causal or transactional match. *See Ford*, 592 U.S. at 362–64. *Ford* nowhere suggests that jurisdiction hinges on whether the defendant intended the precise consumer use that eventually caused the injury. *See id.* The *Ford* Court emphasized that jurisdiction should not "ride on the exact reasons for an individual plaintiff's purchase." *Id*. at 368. The relatedness inquiry, in this case, instead asks whether, considering "the relationship among the defendant, the forum, and the litigation," LG's substantial lithium-ion battery market activity in South Carolina is "close enough to support jurisdiction." *Id* at 371. It is.

In its Return, LG tries to thread the needle by downplaying its distribution of lithium-ion batteries while diverting attention from Mr. Fleming's evidence of repeated shipments of those batteries into South Carolina. Rather than confront the record, LG recasts import data as involving only petrochemicals and "shipment of electric vehicle batteries to car manufacturing companies." Return at 15. In doing so, LG mischaracterizes the evidence of multiple shipments of "LITHIUM ION BATTERIES" entering through the Port of Charleston and headed to South Carolina cities. Petition at 3; (R. pp. 18–19 ¶¶ 9-10, 184–242, 243, 292–386.).

LG Chem's entire position rests on the idea that because LG did not authorize 18650 cells to be sold as "standalone" vaping batteries, nothing it did in South Carolina can be "related" to this injury. That is the same kind of narrow framing *Ford* rejected. The question is not whether LG Chem sanctioned Mr. Fleming's particular consumer use; it is whether LG's forum contacts involving lithium-ion battery products are related enough to the claim. That is all *Ford* and *Sumatra* require, and LG's argument adds limitations not imposed. At this posture, Fleming's South Carolina purchase, use, and injury, coupled with LG Chem's lithium-ion battery shipments

and substantial market participation in the battery industry in South Carolina, satisfy the relatedness showing under *Ford* and *Sumatra*.

III. Courts are divided on this issue—supporting, not undermining, certiorari.

LG Chem points to additional decisions from around the country on this exact issue to support its request for this Court to deny issuing a writ of certiorari. *See* Return at 15–16 & n.6. However, the fact that there are more cases on this issue actually supports certiorari. Just as Judge Hewitt observed in the dissent, "this issue is dividing courts around the country. Some courts considering similar cases have found in favor of specific jurisdiction and others have reached the opposite decision. Some of these different outcomes turn on the facts of the particular cases or on the forum's rules for specific personal jurisdiction…." Op. at 7 (Hewitt, J., dissenting). That is precisely the case here. The very fact that courts nationwide have seen a split in these materially similar LG Chem cases, on differing records and under differing state jurisdictional rules, is a reason alone for this Court to grant review, not to deny it.

CONCLUSION

The Petition established every Rule 242(b) ground for review: substantial constitutional questions, direct conflict with *Ford* and *NV Sumatra*, and a reasoned dissent. For these reasons, and those set forth in the Petition, Mr. Fleming respectfully requests that this Court issue a writ of certiorari to review the Court of Appeals' decision.

Most respectfully,

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