

APPENDIX

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APPENDIX A

STATE OF MINNESOTA
COURT OF APPEALS

No. A25-0195

Shawn Peters,
Respondent,

v.

Samsung SDI Co., Ltd.,
a Korean Corporation,
Appellant,

Samsung SDI America, Inc.,
a Michigan Corporation,
Defendant,

Infinite Vapors,
a Minnesota Business Entity, et al.,
Defendants,

and

DOES 1-100 inclusive,
Defendants.

Filed: Oct. 13, 2025

Appeal from the Hennepin County District Court
(No. 27-CV-23-4077)

Considered and decided by Bjorkman, Presiding Judge; Bratvold, Judge; and Slieter, Judge.

NONPRECEDENTIAL OPINION

BRATVOLD, Judge

Appellant Samsung SDI Co. Ltd. (SDI) manufactured an 18650 lithium-ion battery cell that exploded in respondent Shawn Peters’s pocket and caused injury. Peters bought the battery cell from a vape store in Minnesota to use in his e-cigarette device.¹ After his injury, Peters sued SDI, a South Korean company, seeking damages. SDI moved to dismiss the amended complaint for lack of personal jurisdiction. SDI now challenges the district court’s denial of its motion to dismiss.

SDI argues that it is not subject to personal jurisdiction in Minnesota courts under the Due Process Clause because SDI never sold or shipped its 18650 batteries “for standalone use by consumers” in Minnesota. Based on the record before us, we conclude that Minnesota courts have personal jurisdiction over SDI because SDI has sufficient minimum contacts with the forum state. Thus, we affirm.

FACTS

The following summarizes the allegations in Peters’s amended complaint and the evidence submitted by both parties in support of their positions on SDI’s motion to dismiss. Our recitation of the facts is limited given the confidential status of some documents filed in the district court.²

¹ “Vape” is a synonym for e-cigarette. *FDA v. Wages & White Lion Invs., L.L.C.*, 604 U.S. 542, 553 (2025). Thus, a “vape store” sells e-cigarettes and related accessories.

² To be clear, we have reviewed the entire record relevant to the issues on appeal. Our discussion of the record in this opinion is limited to

SDI is incorporated and maintains its headquarters and principal place of business in South Korea. It “designs and manufactures numerous sizes and models of battery cells, including 18650 lithium-ion battery cells.”

information disclosed in publicly filed documents, including the district court’s order denying SDI’s motion to dismiss. The district court issued a protective order that states, “The parties possess certain non-public information and documents that contain confidential, proprietary, or trade secret information that may be subject to discovery in this action, but that should not be made publicly available.” This included “information contained in or derived from documents, deposition testimony, deposition exhibits, trial testimony, computer memory or archives, other written, recorded or graphic matter, and all copies, excerpts, or summaries thereof.” Much of the evidence submitted on the jurisdictional issue is designated as confidential.

The general rule is that court records “are presumed to be open to any member of the public” unless there is an exception in the access rules. Minn. R. Pub. Access to Recs. of Jud. Branch 2; *see also* Minn. R. Pub. Access to Recs. of Jud. Branch 4, subd. 1 (identifying certain records not available to the public). But materials filed as confidential in the district court remain confidential on appeal. Minn. R. Civ. App. P. 112.02, subd. 1. On the other hand, “[i]nformation contained in non-public materials that has been disclosed in publicly accessible documents in the trial court record must be treated as public on appeal, unless a specific statute, court rule, or court order directs otherwise.” Minn. R. Civ. App. P. 112.03. Similarly, we presume that information contained in publicly filed appellate briefs is public. *See* Minn. R. Civ. App. P. 112.01, subd. 1 (“Appellate case records are presumptively public, unless a specific statute, court rule, or court order directs otherwise.”).

In light of these rules, “[e]very party to an appeal must take reasonable steps to prevent the public disclosure of non-public materials and information in appellate case records.” *Id.*, subd. 2; *see also* *Coursolle v. EMC Ins. Grp., Inc.*, 794 N.W.2d 652, 655 n.1 (Minn. App. 2011) (discussing the filing requirements to make an appellate brief confidential), *rev. denied* (Minn. Apr. 19, 2011). Both Peters and SDI appear to discuss confidential information in their publicly accessible briefs filed with this court.

In March 2023, Peters sued SDI, Infinite Vapors, Uptown Vapors LLC, and others,³ asserting strict- and negligent-products-liability claims. Later that month, the case was removed to federal court. In July 2023, the case was remanded to state court. In August 2023, Peters filed an amended complaint.

The amended complaint alleged that Peters—a Minnesota resident—purchased an e-cigarette device along with a Samsung 18650 lithium-ion battery cell from defendants Infinite Vapors and Uptown Vapors—two Minnesota vape stores—in late 2019. On or around January 7, 2020, Peters “was arriving at work” in Minnesota “when suddenly and without warning, the Samsung batteries in his left front pocket exploded” and caused severe burns. Peters was transported by ambulance to a Minneapolis hospital for medical treatment. The amended complaint alleged that SDI “manufactures e-cigarette products, including the battery purchased by [Peters] that is the subject of this lawsuit,” and that SDI “has extensive, ongoing, and specific contacts with Minnesota.”

Along with other defendants,⁴ SDI moved to dismiss, arguing that it was not subject to personal jurisdiction in

³ Peters also sued Samsung SDI America Inc.—SDI’s American entity—and Does 1-100 inclusive. The parties later stipulated to the dismissal with prejudice of all claims against Samsung SDI America.

⁴ Infinite Vapors and Uptown Vapors moved to dismiss under Minn. Stat. § 544.41, subds. 1-2 (2024), which requires dismissal of a strict-products-liability complaint against a nonmanufacturer defendant who certifies the correct identity of the manufacturer by affidavit. The district court denied the motion because Peters “sufficiently alleged” that Infinite Vapors and Uptown Vapors “had actual knowledge of defects in the lithium-ion batteries they sold.” *See* Minn. Stat. § 544.41, subd. 3 (2) (2024) (prohibiting dismissal if a plaintiff can show “that the defendant had actual knowledge of the defect in the

Minnesota and submitting evidence in support of its motion. In part, SDI relied on an affidavit by its principal engineer, who averred that “SDI’s contacts with Minnesota are limited to the sale of fully assembled, sealed battery packs to three national manufacturers based in Minnesota that manufacture products such as garden tools, industrial floor cleaners, and golf carts.” SDI’s engineer also attested that SDI “has never recommended or authorized the use of its lithium-ion battery cells in e cigarettes” nor “promoted the sale of its products, including the 18650 lithium-ion battery cells, to consumers or otherwise targeted consumers in Minnesota.”

Following discovery on the personal-jurisdiction issue, Peters opposed SDI’s motion and submitted additional evidence that is relevant as discussed below.

After a hearing, the district court entered a written order denying SDI’s motion. The district court weighed five factors to determine whether it could exercise specific personal jurisdiction over SDI. The district court determined that four factors supported a finding of personal jurisdiction and one factor was neutral. The district court found that SDI “sold nearly three million of its 18650 batteries directly to Minnesota manufacturers” during the relevant time period. The district court also found that, “[r]egardless of the intended use of the batteries and whether the batteries were sold in sealed packs to sophisticated companies, the battery was allegedly sold by a Minnesota retailer to Peters, a Minnesota resident, where he was allegedly injured by it.” Based on this record, the district court concluded that SDI had “purposefully availed itself of the benefits and responsibilities of doing

product which caused the injury”). The district court’s denial of this motion to dismiss is not before us in this appeal.

business in Minnesota” and thus that Minnesota courts have personal jurisdiction over SDI.

SDI appeals.

DECISION

Personal jurisdiction refers to “the court’s power to exercise control over the parties.” *Swanson v. Wolf*, 986 N.W.2d 217, 220 (Minn. App. 2023) (quoting *Leroy v. Great W. United Corp.*, 443 U.S. 173, 180 (1979)). Appellate courts review questions of personal jurisdiction de novo. *Rilley v. MoneyMutual, LLC*, 884 N.W.2d 321, 326 (Minn. 2016). To overcome a motion to dismiss for lack of personal jurisdiction, the plaintiff must make “a prima facie showing of personal jurisdiction.” *Id.*

“The allegations of the complaint, together with any supporting evidence, must be viewed as true for purposes of determining whether plaintiff has made a prima facie showing of personal jurisdiction.” *V.H. v. Est. of Birnbaum*, 543 N.W.2d 649, 653 (Minn. 1996). But if the defendant’s motion to dismiss is supported by affidavits that deny the facts alleged in the complaint, the plaintiff “cannot rely on general statements for a prima facie showing of personal jurisdiction—rather, specific evidence must be alleged.” *Rilley*, 884 N.W.2d at 334-35. If the plaintiff supports their allegations with affidavits or other evidence, that evidence is taken as true. *Juelich v. Yamazaki Mazak Optonics Corp.*, 682 N.W.2d 565, 570 (Minn. 2004) (“At the pretrial stage, . . . the plaintiff’s allegations and supporting evidence are to be taken as true.”). And when it is a close call, appellate courts “resolve any doubt in favor of retaining jurisdiction.” *Bandemer v. Ford Motor Co.*, 931 N.W.2d 744, 749 (Minn. 2019), *aff’d*, *Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct.*, 592 U.S. 351 (2021).

Minnesota’s long-arm statute governs its exercise of personal jurisdiction over a nonresident defendant. Minn. Stat. § 543.19, subd. 1 (2024). The long-arm statute extends as far as the Due Process Clause of the Fourteenth Amendment to the U.S. Constitution allows. *Rilley*, 884 N.W.2d at 327. Under the Due Process Clause, a state court cannot exercise personal jurisdiction over a nonresident defendant “unless that defendant has minimum contacts with the state and maintaining the lawsuit does not offend traditional notions of fair play and substantial justice.” *Id.* (quotations omitted).

Minnesota courts may exercise specific personal jurisdiction over a nonresident defendant “if the defendant purposefully avails itself of the privileges, benefits, and protections of the forum state, such that the defendant should reasonably anticipate being haled into court there.” *Bandemer*, 931 N.W.2d at 749-50. “Specific jurisdiction exists when the defendant’s contacts with the forum state are limited, yet connected with the plaintiff’s claim such that the claim arises out of or relates to the defendant’s contacts with the forum.” *Juelich*, 682 N.W.2d at 570 n.3.⁵

On appeal, SDI concedes that it “purposefully availed itself of the privilege of doing business in Minnesota by shipping sealed battery packs” to three Minnesota

⁵ A district court may exercise general personal jurisdiction over a nonresident defendant when the “defendant’s contacts with the forum state are so substantial and are of such a nature (continuous and systematic) that the state may assert jurisdiction over the defendant even for causes of action unrelated to the defendant’s contacts with the forum state.” *Id.* The district court determined that it did not have general personal jurisdiction over SDI. On appeal, Peters does not argue that the district court had general personal jurisdiction over SDI.

manufacturers. But SDI nevertheless contends that it lacks sufficient minimum contacts to support a Minnesota court's exercise of specific personal jurisdiction over it.

Minnesota courts use five factors to assess whether exercising personal jurisdiction is consistent with due process: "(1) the quantity of contacts with the forum state; (2) the nature and quality of those contacts; (3) the connection of the cause of action with these contacts; (4) the interest of the state providing a forum; and (5) the convenience of the parties." *Rilley*, 884 N.W.2d at 328. The first three factors "determine whether minimum contacts are present," *Bandemer*, 931 N.W.2d at 749-50, while the last two factors are concerned with "whether jurisdiction is reasonable according to traditional notions of fair play and substantial justice," *Rilley*, 884 N.W.2d at 328. "Although the key inquiry is whether minimum contacts have been established, a strong showing on the reasonableness factors may serve to fortify a borderline showing of minimum-contacts factors." *Id.* (quotations omitted).

We consider each of the five factors in turn.

1. Quantity of SDI's Contacts with Minnesota

To sustain a Minnesota court's exercise of personal jurisdiction, the quantity of a nonresident defendant's contacts with Minnesota must have been "numerous and fairly frequent or regular in occurrence." *Hardrives, Inc. v. City of Lacrosse*, 240 N.W.2d 814, 817 (Minn. 1976). Minnesota courts apply the "stream-of-commerce theory" to manufacturers and primary distributors when analyzing quantity of contacts. *Rostad v. On-Deck, Inc.*, 372 N.W.2d

717, 720 (Minn. 1985).⁶ The United States Supreme Court explained:

[I]f the sale of a product of a manufacturer or distributor . . . is not simply an isolated occurrence, but arises from the efforts of the manufacturer or distributor to serve directly or indirectly, the market for its product in other States, it is not unreasonable to subject it to suit in one of those States if its allegedly defective merchandise has there been the source of injury to its owner or to others. The forum State does not exceed its powers under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce with the expectation that they will be purchased by consumers in the forum State.

World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 297-98 (1980). Here, the district court determined that the first factor favored exercising personal jurisdiction over SDI because SDI sold and shipped “approximately 2.9 million Samsung 18650 batteries” to Minnesota manufacturers between 2017 and 2022. The district court also found that SDI “has known since 2016 that the 18650 batteries were being used by e-cigarette users.”

On appeal, SDI argues that “there is no record evidence that any of the 18650 cells in the sealed battery packs that SDI shipped” to Minnesota manufacturers “were ever placed into the Minnesota stream of

⁶ In *Rilley*, the supreme court declined to follow *Rostad* in part. See *Rilley*, 884 N.W.2d at 333-34 & n.14 (rejecting *Rostad*’s reasoning that nationwide marketing can establish minimum contacts with a forum state in support of personal jurisdiction). Because the record evidence does not include that SDI used nationwide marketing of 18650 battery cells to Minnesota consumers, the portion of *Rostad* that is later criticized in *Rilley* is not relevant to our analysis.

commerce.” SDI contends that it “never shipped 18650 cells into the United States (or anywhere else) for purposes of individual sale” and that it did not sell the 18650 battery cells “for use in e-cigarettes.” Peters counters that the record shows SDI’s contacts with Minnesota “are extensive, wide-ranging, and long running.”⁷

Peters offered specific evidence of SDI’s contacts with Minnesota, which we must accept as true for this appeal. *See Juelich*, 682 N.W.2d at 570. Between 2017 and 2022, SDI entered into supplier contracts with three Minnesota manufacturers to sell sealed 18650 battery packs for use in consumer products.⁸ Sealed battery packs consist of individual battery cells; the 18650 battery cells in the sealed packs were the same as the 18650 battery cell that Peters bought for his e-cigarette device.⁹ Under its

⁷ Peters maintains that the “stream of commerce—both targeted directly by [SDI] and indirectly by pumping hundreds of millions of batteries into worldwide markets—led to the certainty that Samsung 18650 batteries were being purchased and used in Minnesota.” Because our analysis of SDI’s direct contacts with Minnesota are dispositive, we need not address Peters’s argument that SDI “indirectly targeted” Minnesota through the global stream of commerce.

⁸ SDI’s engineer averred that SDI sold fully assembled, sealed battery packs to the Minnesota manufacturers. Other record evidence is confidential and less clear about whether these were individual battery cells or sealed packs.

⁹ In its brief, SDI states that the 18650 batteries inside the sealed battery packs were “inaccessible to anyone who handled the packs.” SDI does not cite any record evidence to support this claim, so we do not consider its bare assertion. *See* Minn. R. Civ. App. P. 128.02, subd. 1(c) (“Each statement of a material fact shall be accompanied by a reference to the record, as provided in Rule 128.03.”); *Cole v. Star Trib.*, 581 N.W.2d 364, 371 (Minn. App. 1998) (stating that a party’s failure “to provide citations to the record” is “a flagrant violation” of rule 128.02, subdivision 1(c), and can “lead to non-consideration of an issue”).

supplier contracts, SDI shipped about 2.9 million individual 18650 battery cells to Minnesota inside sealed battery packs.

Peters also submitted evidence that SDI knew since at least 2016 that its 18650 batteries were being resold for use in e-cigarette devices. This evidence, which must be accepted as true at this stage of the proceedings, showed that, before Peters was injured, SDI conducted internal investigations that confirmed its 18650 battery cells were being sold at vape stores in the United States and through an online retailer. Other record evidence on this point is confidential. Viewing this evidence as true, it is fair to conclude that SDI anticipated that its 18650 battery cells would be used by consumers in e-cigarette devices.

We therefore reject SDI's argument that it did not place its 18650 battery cells into the Minnesota stream of commerce and that it could not reasonably expect that its battery cells would be used by consumers, including e-cigarette users. "A manufacturer who places its product in the stream of commerce in an effort to serve, *directly or indirectly*, markets in a jurisdiction is subject to suit in that jurisdiction . . ." *Rostad*, 372 N.W.2d at 721 (emphasis added). Because Peters submitted evidence that (1) SDI sold millions of 18650 battery cells—the same type of battery cell that exploded in Peters's pocket—directly to Minnesota manufacturers and (2) SDI knew that its 18650 battery cells were being sold to Minnesota consumers for use in e-cigarettes, we conclude that the quantity of SDI's contacts with the forum state favors the court's exercise of personal jurisdiction.

2. Nature and Quality of SDI's Contacts with Minnesota

When assessing factor two, courts must consider whether the defendant "purposefully availed itself of the

benefits and protections of Minnesota.” *Juelich*, 682 N.W.2d at 574. A defendant must have “deliberately reached out beyond its home—by, for example, exploiting a market in the forum State or entering a contractual relationship centered there.” *Ford Motor Co.*, 592 U.S. at 359 (quotations omitted). Purposeful availment cannot be “a result of random, fortuitous, or attenuated contacts, or of the unilateral activity of another party or a third person.” *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475 (1985) (quotations omitted). But the fact that a defendant’s defective goods came to Minnesota “by an unknown and thereby a possibly circuitous route” does not mean they prevail on factor two if the defendant “can expect to be sued” in Minnesota. *Rostad*, 372 N.W.2d at 721-22. This court has determined that “a regular course of voluminous sales” qualifies as purposeful availment. *Butler v. JLA Indus. Equip., Inc.*, 845 N.W.2d 834, 847 (Minn. App. 2014), *rev. denied* (Minn. July 15, 2014).

The district court determined that factor two favors personal jurisdiction because SDI (1) shipped “nearly three million 18650 batteries to Minnesota”; (2) “enumerated Minnesota as the appropriate venue in its supplier contracts with at least one of the manufacturers located in Minnesota”; (3) included Minnesota choice-of-law clauses in its supplier contracts for 18650 batteries; and (4) “specifically acknowledged in at least one contract that its batteries may be resold or used differently.”

On appeal, SDI first argues that its supplier contracts with Minnesota manufacturers “do not establish specific personal jurisdiction” because Peters’s products-liability claims do not involve a dispute over those contracts. Second, SDI points out that it “has no contractual relationship with [Peters], or either of the vape-shop co-

defendants.” Third, SDI contends that the “boilerplate” resale provision in its contract with one Minnesota manufacturer does not establish jurisdiction, apparently because it is unreasonable to expect that a manufacturer of “garden tools and industrial farm equipment” would resell 18650 battery cells for e-cigarette use.¹⁰ Peters counters that SDI’s supplier contracts with Minnesota manufacturers demonstrate the “high quality” of its contacts with Minnesota.

First, we consider the connection between Peters’s claims and SDI’s contacts with Minnesota in factor three, not factor two. *See Riley*, 884 N.W.2d at 328 (analyzing “the connection of the cause of action with [the forum] contacts” under factor three). Second, SDI is correct that Minnesota has personal jurisdiction over a nonresident defendant who forms a contract with a Minnesota entity but “only where the dispute involves the contract.” *Marshall v. Inn on Madeline Island*, 610 N.W.2d 670, 676 (Minn App. 2000). Third, the second factor focuses on whether a nonresident defendant’s contacts with the forum state show purposeful availment. *Juelich*, 682 N.W.2d at 574. And caselaw has recognized that “a regular course of voluminous sales” qualifies as purposeful availment. *Butler*, 845 N.W.2d at 847. Thus, SDI’s supplier contracts with Minnesota businesses are evidence of the quality of its contacts with the state because those agreements

¹⁰ SDI also argues that the district court “improperly credited unsupported allegations” in the amended complaint—specifically, allegations that SDI “shipped individual 18650 cells into Minnesota either directly or indirectly through distributors.” This argument misstates the district court’s analysis; the district court expressly recognized that SDI shipped *sealed* 18650 battery packs into Minnesota.

relate to its role as a manufacturer, seller, and distributor of 18650 battery cells.

Peters submitted evidence that SDI manufactured, sold, and shipped almost three million 18650 battery cells in sealed battery packs to three Minnesota manufacturers between 2017 and 2022. SDI entered into supplier contracts with these Minnesota manufacturers, and these contracts included Minnesota choice-of-law and forum-selection clauses. This evidence shows that SDI agreed to be governed by Minnesota law on the sale of its sealed battery packs, including the 18650 battery cells within the packs. Other courts have reached the same conclusion on similar facts. *See Sullivan v. LG Chem, Ltd.*, 79 F.4th 651, 671 (6th Cir. 2023) (concluding that a nonresident battery manufacturer “purposefully availed itself of the benefits of doing business in Michigan and the protections of Michigan law” based on its “direct shipments” of 18650 batteries into Michigan and its supplier contracts containing forum-selection clauses).

In one supplier contract, SDI acknowledged and agreed “that goods and materials furnished to Buyer hereunder, *may be resold, either directly or indirectly, for personal, family, or household use.*” (Emphasis added.) SDI insists that this resale provision is a “boilerplate” term. Even so, the resale provision shows that SDI anticipated that its 18650 battery cells could be resold “directly or indirectly” to consumers as a result of SDI’s sales to Minnesota manufacturers.

Because SDI deliberately entered the Minnesota market to sell 18650 battery packs, SDI anticipated direct and indirect resale, and SDI’s supplier contracts for the battery-pack sales included venue- and forum-selection clauses that showed SDI purposefully availed itself of

Minnesota’s “benefits and protections,” *Juelich*, 682 N.W.2d at 574, we conclude that the quality of SDI’s contacts with Minnesota favors the forum court’s exercise of personal jurisdiction.

3. Connection Between the Causes of Action and SDI’s Contacts with Minnesota

A plaintiff’s claims “must arise out of or relate to the defendant’s contacts” with Minnesota. *Ford Motor Co.*, 592 U.S. at 359 (quotation omitted). In other words, “there must be an affiliation between [Minnesota] and the underlying controversy, principally, an activity or an occurrence that takes place in [Minnesota] and is therefore subject to the State’s regulation.” *Id.* (quotations omitted). If a non-resident defendant’s “contacts subject it to fair warning that it could be haled into court in Minnesota, there is a sufficient nexus between the contacts and the causes of action.” *State by Ellison v. HavenBrook Homes, LLC*, 996 N.W.2d 12, 27 (Minn. App. 2023) (quotation omitted), *rev. denied* (Minn. Jan. 16, 2024).

The district court determined that factor three favors finding personal jurisdiction over SDI because SDI “sold close to three million 18650 batteries in Minnesota, and most were sold after [SDI] allegedly had notice that the batteries were being used in e-cigarettes.”

On appeal, SDI urges that Peters’s injuries do not relate to its Minnesota contacts because “SDI’s shipments of sealed battery packs to [Minnesota manufacturers] did not create any reasonable expectation that SDI would have to defend in Minnesota a personal injury claim involving use of one of its 18650 cells.” SDI emphasizes that it does not sell or advertise its 18650 battery cells to consumers. SDI maintains that there is no record evidence that

anyone in Minnesota . . . has ever purchased, used, or become injured by an 18650 cell that entered the forum as a result of *SDI*'s contacts with Minnesota, as opposed to the unilateral activities of unaffiliated third parties, namely Minnesota vape shops who sold *SDI*'s 18650 cells to consumers without *SDI*'s prior knowledge or authorization.

Peters responds that his personal-injury suit is sufficiently connected to *SDI*'s contacts with Minnesota because *SDI* "intentionally and knowingly target[ed] 18650 batteries to Minnesota, making venue, choice of law, and other agreements regarding 18650 batteries," and Peters was "injured by an 18650 Samsung battery in Minnesota."

Specific personal jurisdiction does not require "proof of causation—i.e., proof that the plaintiff's claim came about because of the defendant's in-state conduct." *Ford Motor Co.*, 592 U.S. at 362. In *Ford Motor Co.*, the United States Supreme Court considered whether two state courts had personal jurisdiction over Ford Motor Company in products-liability suits stemming from accidents involving Ford cars. *Id.* at 354. Ford argued that the forum states lacked personal jurisdiction "because the particular car involved in the crash was not first sold in the forum State, nor was it designed or manufactured there." *Id.* Ford maintained that its contacts with the forum states must have caused the plaintiffs' injuries to establish the forum's personal jurisdiction over Ford. *Id.* at 352. The Supreme Court disagreed and determined that evidence of Ford's substantial presence in the forum states—its advertising, selling, and servicing of the defective car models involved in the accidents—established minimum contacts and favored personal jurisdiction. *Id.* at 364-68. The Supreme Court concluded that Ford's contacts with the

forum states did not need to cause the plaintiffs' injuries to establish minimum contacts. *Id.* at 361-68.

The record evidence about SDI shows that, unlike Ford, SDI did not advertise or sell its allegedly defective product to Minnesota consumers. Despite this distinction, SDI had a substantial presence in Minnesota; it sold and shipped millions of Samsung 18650 battery packs *directly* to Minnesota manufacturers. Peters bought a Samsung 18650 battery cell in Minnesota and was injured in Minnesota when that battery cell exploded. While SDI shipped its 18650 battery cells in sealed battery packs and no evidence shows Peters's claim "came about" because of SDI's Minnesota activities, this is exactly the argument rejected in *Ford Motor Co. Id.*

Taking Peters's evidence as true, as we must in this procedural posture, SDI acknowledged in at least one supplier contract that its "goods and materials" shipped into Minnesota "may be resold, either directly or indirectly, for personal, family, or household use." From this, Peters fairly infers that SDI anticipated the resale of its 18650 battery cells for consumer use in Minnesota. And as already discussed, Peters submitted evidence that, since 2016, SDI knew that its 18650 battery cells were being sold online and at vape stores in the United States for use in e-cigarettes. Other relevant record evidence is confidential. The record evidence sufficiently connects SDI's business dealings in Minnesota to Peters's injury from the resale of an 18650 battery at a vape store.

Our conclusion aligns with persuasive decisions from the Fifth and Sixth Circuits. *See Ethridge v. Samsung SDI Co.*, 137 F.4th 309 (5th Cir. 2025); *Sullivan*, 79 F.4th 651. In both *Ethridge* and *Sullivan*, a consumer was injured after an 18650 battery used in their e-cigarette

exploded in their pocket. *Ethridge*, 137 F.4th at 313; *Sullivan*, 79 F.4th at 657. Like SDI does here, the nonresident manufacturer of the 18650 battery in those cases argued that the district court lacked personal jurisdiction over the manufacturer in the resulting personal-injury suit, in part because the manufacturer’s contacts with the forum state involved sales to sophisticated companies—not consumer markets. *Ethridge*, 137 F.4th at 318 & n.6; *Sullivan*, 79 F.4th at 672 & n.8.¹¹

Both circuits rejected this “different market” argument as inconsistent with United States Supreme Court precedent. *Ethridge*, 137 F.4th at 318-19; *Sullivan*, 79 F.4th at 672. The Sixth Circuit explained that this argument “is too narrow a framing, and one disguising the rejected causation analysis” from *Ford Motor Co. Sullivan*, 79 F.4th at 672. It would require a showing that a nonresident defendant’s contacts with the forum state caused the plaintiff’s injuries—that a manufacturer sold its defective 18650 batteries to in-state consumers, thereby injuring a consumer. *Id.* The Fifth Circuit separately reasoned that a “different market” approach is “inconsistent with the Supreme Court’s whole-forum focus” regarding personal jurisdiction. *Ethridge*, 137 F.4th at 319; *see also Bristol-Myers Squibb Co. v. Superior Ct.*, 582 U.S. 255, 262 (2017) (stating that “there must be an affiliation between *the forum* and the underlying controversy” (emphasis added) (quotation omitted)); *J. McIntyre Mach., Ltd. v. Nicastro*, 564 U.S. 873, 884 (2011) (plurality opinion) (“[P]ersonal jurisdiction requires a forum-by-forum, or sovereign-by-

¹¹ We reject the contrary analysis in other federal courts as unpersuasive and inconsistent with *Ford Motor Co. B.D. by Myers v. Samsung SDI Co.*, 143 F.4th 757 (7th Cir. 2025); *Yamashita v. LG Chem, Ltd.*, 62 F.4th 496 (9th Cir. 2023).

sovereign, analysis. The question is whether a defendant has followed a course of conduct directed at *the society or economy* existing within the jurisdiction of a given sovereign.” (emphasis added)). And the “different market” dichotomy would require courts “to re-slice the forum sales along a potentially infinite number of different markets,” which would render a jurisdictional inquiry unworkable. *Ethridge*, 137 F.4th at 319-20.

We agree with the Fifth and Sixth Circuits that a plaintiff need not show that a nonresident manufacturer sold its allegedly defective product to consumers in the forum state. Instead, the plaintiff must show that the manufacturer’s contacts—with sophisticated companies or otherwise—“subject it to fair warning that it could be haled into court in Minnesota.” *HavenBrook Homes*, 996 N.W.2d at 27 (quotation omitted). That is the evidence submitted by Peters. Because the claims in the amended complaint relate to SDI’s contacts with Minnesota and are supported by record evidence, we conclude that factors one through three favor a Minnesota court’s exercise of personal jurisdiction over SDI because SDI had sufficient minimum contacts with Minnesota.

4. Minnesota’s Interest in Providing a Forum

We next consider Minnesota’s interest in providing a forum for relief. “Minnesota has an interest in the litigation if the case involves a resident who was severely injured and the accident took place in Minnesota.” *Butler*, 845 N.W.2d at 848. The district court determined that factor four favors personal jurisdiction because Peters “purchased a Samsung 18650 battery from a Minnesota retailer, used the product in Minnesota, and his injury occurred in Minnesota.”

On appeal, SDI does not address factor four. Peters argues that “Minnesota has a strong interest in providing a forum” because a Minnesota resident “purchased a product in Minnesota from a Minnesota retailer, had that product explode in Minnesota, causing injury [in Minnesota] and requiring him to seek extensive medical treatment” in Minnesota. We agree with the district court that Minnesota has a strong interest in protecting its residents, like Peters, from defective products that enter the state and cause injury. *See id.* Thus, Minnesota’s interest in providing a forum favors finding personal jurisdiction over SDI.

5. Convenience of the Parties

For the fifth factor, we consider the parties’ convenience. When “some witnesses will be required to travel to a foreign country” for litigation, this factor is neutral. *Juelich*, 682 N.W.2d at 575-76. The district court found that factor five was neutral because, “[r]egardless of the forum that is ultimately selected, some evidence and witnesses are located in a foreign country.”

On appeal, SDI does not address factor five. Peters argues that this factor “weighs slightly in favor of personal jurisdiction” because the “witnesses to the accident, [Peters], the medical professionals, and the retailer defendant[s] all reside in Minnesota.” We agree with the district court. The record shows that Peters, Infinite Vapors, Uptown Vapors, and Peters’s witnesses are in Minnesota. SDI, however, is a South Korean company, and its witnesses may need to travel abroad to defend this case. Thus, party convenience is neutral.

In sum, when we accept Peters’s evidence of jurisdiction as true in accordance with precedent, Peters has established a prima facie case favoring a Minnesota court’s

exercise of personal jurisdiction over SDI. The evidence submitted shows that SDI's contacts with Minnesota include manufacturing, selling, and shipping millions of 18650 battery cells into Minnesota from 2017 to 2022. SDI has known since 2016 that Samsung 18650 battery cells were being resold for consumer use in e-cigarette devices. SDI's supplier contracts with Minnesota manufacturers that bought the 18650 battery packs included venue- and forum-selection clauses that demonstrate SDI's purposeful availment of Minnesota as a forum. And at least one of these contracts shows that SDI anticipated its 18650 battery packs, including the individual 18650 battery cells, would be resold for consumer use.

We therefore conclude that a Minnesota court's exercise of personal jurisdiction over SDI comports with notions of fair play and substantial justice. Thus, the district court did not err by denying SDI's motion to dismiss. We express no opinion on the merits of Peters's products-liability claims in the underlying dispute.

Affirmed.

APPENDIX B

STATE OF MINNESOTA
COURT OF APPEALS

No. A25-0195

Shawn Peters,
Respondent,

v.

Samsung SDI Co., Ltd.,
a Korean Corporation,
Appellant,

Samsung SDI America, Inc.,
a Michigan Corporation,
Defendant,

Infinite Vapors,
a Minnesota Business Entity, et al.,
Defendants,

and

DOES 1-100 inclusive,
Defendants.

Dated: Dec. 31, 2025

Appeal from the Hennepin County District Court
(No. 27-CV-23-4077)

JUDGMENT

Pursuant to a decision of the Minnesota Court of Appeals duly made and entered, it is determined and adjudged that the decision of the Hennepin County District Court, Civil Division herein appealed from be and the same hereby is affirmed and judgment is entered accordingly.

Dated and signed: December 31, 2025

FOR THE COURT

*Attest: Christa Rutherford-Block
Clerk of the Appellate Courts*

*By: Amy Schroeder
Assistant Clerk*

TRANSCRIPT OF JUDGMENT

I, Christa Rutherford-Block, Clerk of the Appellate Courts, do hereby certify that the foregoing is a full and true copy of the Entry of Judgment in the cause therein entitled, as appears from the original record in my office; that I have carefully compared the within copy with said original and that the same is a correct transcript therefrom.

*Witness my signature at the Minnesota Judicial Center,
In the City of St. Paul December 31, 2025
Dated*

*Attest: Christa Rutherford-Block
Clerk of the Appellate Courts*

*By: Amy Schroeder
Assistant Clerk*

APPENDIX C

STATE OF MINNESOTA DISTRICT COURT
COUNTY OF HENNEPIN
FOURTH JUDICIAL DISTRICT

No. 27-CV-23-4077

Shawn Peters,
Plaintiff,

v.

Samsung SDI Co., Ltd., a Korean Corporation,
Infinite Vapors, a Minnesota Business Entity,
Uptown Vapors, LLC, a Minnesota Business Entity, and
DOES 1-100 inclusive,
Defendants.

Filed: Jan. 2, 2025

ORDER DENYING MOTIONS TO DISMISS

The above-entitled matter came duly before the Honorable Christian Sande, Judge of the above-named court, on Thursday, October 03, 2024 at the Hennepin County Government Center, Minneapolis, Minnesota.

Matthew Clark, Attorney at Law, appeared on behalf of the plaintiff;

Michael Carey, Attorney at Law, appeared on behalf of defendant Samsung SDI Co.

Steven Pope, Attorney at Law, appeared on behalf of defendants Infinite Vapors and Uptown Vapors, LLC.

Based upon all the files, records, and proceedings in this case, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED:

1. Defendant Samsung SDI, Co.'s Motion to Dismiss is **DENIED**.
2. Defendants Infinite Vapors and Uptown Vapors, LLC's Motion to Dismiss is **DENIED**.
3. The attached Memorandum is incorporated by reference in this Order.
4. All prior and consistent orders shall remain in full force and effect.
5. Service of a copy of this order shall be made upon self-represented parties by first class
6. U.S. mail at their address(es) last known to the Court Administrator, or to attorneys by e-

Dated: January 2, 2025

BY THE COURT:

/s/ Christian Sande
Christian Sande
Judge of District
Court

MEMORANDUM**I. Background**

On March 8, 2023, Plaintiff Shawn Peters served upon Defendants his original complaint filed in Hennepin County District Court. On March 28, 2023, this case was removed to Federal Court. On July 24, 2023, U.S. District Judge Eric Tostrud remanded this case to state court. On August 18, 2023, Plaintiff Shawn Peters (“Peters”) filed the latest complaint in this court.

On September 4, 2024, Defendants Infinite Vapors and Uptown Vapors, LLC (“the Minnesota Defendants”) filed a Motion to Dismiss Pursuant to Minn. Stat. § 544.41. On September 5, 2024, Defendant Samsung SDI Co., LTD. (“Samsung”) filed a Motion to Dismiss for Lack of Personal Jurisdiction. On September 19, 2024 Peters filed a Memorandum of Law in Opposition to Defendant Infinite Vapors and Uptown Vapors, LLC’s Motion for Dismissal Pursuant to Minn. Stat. § 544.41. The same day, Peters also filed a Memorandum of Law in Opposition to Defendant Samsung SDI Co. LTD’s Motion to Dismiss the Amended Complaint for Lack of Personal Jurisdiction. On September 26, 2024, Defendant Samsung SDI Co., LTD. filed a reply Memorandum in Support of its Motion to Dismiss for Lack of Personal Jurisdiction. The same day, Defendants Infinite Vapors and Uptown Vapors, LLC filed a Reply Memorandum of Law in Support of their Motion for Dismissal Pursuant to Minn. Stat. § 544.41.

On October 3, 2024, the Court held a hearing on both motions at Hennepin County Government Center, Minneapolis, Minnesota, and took both matters under advisement.

On October 10, 2024, the parties stipulated to the dismissal with prejudice of all of Plaintiff’s claims against Defendant Samsung SDI America, Inc.

II. Legal standard

A. Personal jurisdiction

An action may be dismissed if Minnesota lacks personal jurisdiction over a party. Minn. R. Civ. P. 12.02(b). Personal jurisdiction is the “court’s power to exercise control over the parties.” *Swanson v. Wolf*, 986 N.W.2d 217, 220 (Minn. Ct. App. 2023) (quoting *Leroy v. Great W. United Corp.*, 443 U.S. 173, 180 (1979)). When a defendant challenges personal jurisdiction, the burden is on the plaintiff to prove minimum contacts with the forum state. *Hardrives, Inc. v. City of LaCrosse*, 240 N.W.2d 814, 816 (Minn. 1976). “[H]owever, the plaintiff need only make a prima facie showing of sufficient Minnesota-related activities through the complaint and supporting evidence, which will be taken as true.” *Id.* In reviewing a motion to dismiss for lack of personal jurisdiction, courts take all factual allegations in the complaint as true. *Rilley v. MoneyMutual, LLC*, 884 N.W.2d 321, 326 (Minn. 2016). When a defendant’s motion to dismiss is supported by affidavits that deny facts alleged in the complaint, a plaintiff “cannot rely on general statements for a prima facie showing of personal jurisdiction—rather, specific evidence must be alleged.” *Id.* at 334–35.

Courts have held that the Minnesota legislature intended Minn. Stat. § 543.19 to “have the maximum extra-territorial effect allowed under the due process clause of the federal constitution.” *Rostad*, 372 N.W.2d at 719. Because of this, “when analyzing most personal jurisdiction questions, Minnesota courts may simply apply the federal

case law.” *Valspar Corp. v. Lukken Color Corp.*, 495 N.W.2d 408, 411 (Minn. 1992).

There are two styles of personal jurisdiction: general and specific. General personal jurisdiction can only be exercised over a foreign, corporate defendant if the defendant has developed such “continuous and systematic general business contacts” with the forum state that it is essentially at home in that court. *Viasystems, Inc. v. EBM-Pabst St. Georgen GmbH & Cp., KG*, 646 F.3d 589, 595 (8th Cir. 2011) (quoting *Helicopteros Nacionales de Colom., S.A. v. Hall*, 466 U.S. 408, 416 (1984)). A corporate defendant is encompassed by general personal jurisdiction in the state it maintains its principal place of business or the state it was incorporated in. *Daimler AG v. Bauman*, 571 U.S. 117, 137 (2014) (citing *Goodyear Dunlop Tires Ops., S.A. v. Brown*, 564 U.S. 915, 919 (2011)).

For a Minnesota court to exercise specific personal jurisdiction over a nonresident defendant, two criteria must be met: Minn. Stat. § 543.19 must be satisfied and there must be minimum contacts between the defendant and this state to satisfy the due process clause. *Rostad v. On-Deck, Inc.*, 372 N.W.2d 717, 719 (Minn. 1985).

Minnesota’s long-arm statute, Minn. Stat. § 543.19, extends personal jurisdiction to the full extent allowed by the Due Process Clause. *See, e.g., Valspar Corp.*, 495 N.W.2d at 410. A due process analysis requires that: (1) the defendant has “minimum contacts” with Minnesota, and (2) subjecting the defendant to jurisdiction would not offend “traditional notions of fair play and substantial justice.” *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945).

Minnesota courts evaluate five factors to determine whether exercising personal jurisdiction comports with

due process: “(1) the quantity of contacts with the forum state; (2) the nature and quality of those contacts; (3) the connection of the cause of action with these contacts; (4) the interest of the state providing a forum; and (5) the convenience of the parties.” *Rilley v. MoneyMutual, LLC*, 884 N.W.2d at 328 (Minn. 2016). The first three factors determine whether minimum contacts are present. The last two factors “determine whether jurisdiction is reasonable according to traditional notions of fair play and justice.” *Id.* at 328. Importantly, “[w]hen a defendant deliberately engages in significant activities in a state or creates continuing obligations between itself and residents of the state, the defendant ‘purposefully avails’ itself of the protections of the law, as required to support the exercise of personal jurisdiction under the Due Process Clause.” *Marshall v. Inn on Madeline Island*, 610 N.W.2d 670, 675–76 (Minn. Ct. App. 2000) (citing *First Heartland Sur. & Cas. Ins. Co. v. Meyer*, 468 N.W.2d 563, 565 (Minn. Ct. App. 1991)). Specific jurisdiction can arise from a single contact with the forum if the cause of action arose out of that contact. *Marshall*, 610 N.W.2d at 674.

III. Analysis

A. Order of motions

The Court has two different motions to dismiss pending before it: (1) Samsung’s Motion to Dismiss for Lack of Personal Jurisdiction and (2) Defendants Infinite Vapors and Uptown Vapors, LLC’s Motion to Dismiss Pursuant to Minn. Stat. § 544.14. “A motion to dismiss under the seller’s exception is comparable to a Rule 12(b) motion to dismiss for failure to state a cause of action.” *In re Shigelosis Litig.* 647 N.W.2d 1, 7 (Minn. Ct. App. 2002) (citing *Indeck Power Equip. Co. v. Jefferson Smurfit Corp.*, 881 F. Supp. 338, 342 (N.D. Ill. 1995). “The strict-liability claim

can be reinstated against the seller at any time the injured party cannot maintain an action against the manufacturer because the manufacturer no longer exists, is insolvent, is not subject to jurisdiction, or cannot be sued.” *In re Shigellosis Litig.*, 647 N.W.2d at 7. The Court is required to first decide the issue of personal jurisdiction over Samsung because even if Infinite Vapors is an innocent seller under Minn. Stat. § 544.14, it can be held liable if the manufacturer of the batteries is not reachable due to lack of jurisdiction. The Court will decide Samsung’s motion to dismiss prior to Infinite Vapors’ motion to dismiss.

B. Personal Jurisdiction Over Samsung

1. General personal jurisdiction

A district court has general jurisdiction over a defendant if its “affiliations with the state are so continuous and systematic as to render [a defendant] essentially at home in the forum State.” *Creative Callings Sols., Inc. v. LF Beauty Ltd.*, 799 F.3d 975, 979 (8th Cir. 2015) (quoting *Daimler AG v. Bauman*, 571 U.S. 117, 127 (2014)). For individuals, “continuous and systematic” contacts occur when they are domiciled in a state. *Goodyear Dunlop Tire Operations, S.A. v. Brown*, 564 U.S. 915, 924 (2011). For a corporation, contacts are “continuous and systematic” both where it has its principal place of business and where it is incorporated. *Ford Motor Company v. Montana Eighth Jud. Dist. Ct.*, 592 U.S. 351, 359 (2021).

The corporation in this controversy has its principal place of business in South Korea.¹ Samsung is not incorporated in Minnesota and Peters’ Amended Complaint concedes that Samsung is a foreign entity with its place of

¹ Affidavit of Young Chan Han (“Han Aff.”) at ¶ 6 (Sept. 5, 2024).

business outside Minnesota.² It has no real property or bank accounts in Minnesota.³

Because Samsung has no continuous or systematic contacts with Minnesota, it is not considered “at home” in Minnesota. The Court does not have general personal jurisdiction over Samsung in this matter.

2. Specific personal jurisdiction

Specific personal jurisdiction exists “when the defendant’s contacts with the forum state are limited, yet connected with the plaintiff’s claim such that the claim arises out of or relates to the defendant’s contacts with the forum.” *Juelich v. Yamazaki Mazak Optonics Corp.*, 682 N.W.2d 565, 570 (Minn. 2004).

a. Quantity of contacts with the forum state

“To sustain jurisdiction, the quantity of . . . contacts must have been ‘numerous and fairly frequent or regular in occurrence.’” *NFD, Inc. v. Stratford Leasing Co.*, 433 N.W.2d 905, 908 (Minn. Ct. App. 1988) (quoting *Hardrives, Inc. v. City of Lacrosse, Wisconsin*, 240 N.W.2d 814, 817 (Minn. 1976)). Courts use the “stream-of-commerce theory” for manufacturers when analyzing the quantity of contacts. *Stanek v. A.P.I., Inc.*, 474 N.W.2d 829, 833 (Minn. Ct. App. 1991), citing *Rostad* 373 N.W.2d at 720.

If the sale of a product of a manufacturer or distributor . . . is not simply an isolated occurrence, but arises from the efforts of the manufacturer or distributor to serve directly or indirectly the market for its products in other States, it is not unreasonable to

² Pl.’s Amend. Compl. at 17 (Aug. 18, 2023).

³ Han Aff. ¶ 8–10.

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. The forum State does not exceed its power under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce with the expectation that they will be purchased by consumers in the forum State.

World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 297–98 (1980).

Samsung alleges that its quantity of contacts with Minnesota is limited, comprising of the sale of fully assembled battery packs to three corporate customers: Toro, Tennant, and Polaris.⁴ None of these three companies is in the market of producing e-cigarettes like the one used by Plaintiff.⁵ Samsung states that only nine orders have been shipped to these Minnesota companies from 2017 to present.⁶ Between 2017 and 2022, Samsung shipped approximately 2.9 million Samsung 18650 batteries directly to these three companies in Minnesota.⁷ Samsung worked directly with Toro, Polaris, and Tennant to solicit purchase orders, organize sales, provide samples, and then directly ship the 18650 batteries to the customers in Minnesota.⁸

Under the standard from *World-Wide Volkswagen Corp.*, the U.S. Supreme Court held that as long as a non-resident defendant placed its products into the stream of

⁴ Han Aff. ¶23.

⁵ Han Aff. ¶ 15.

⁶ Def. Samsung SDI Co., LTD.'s Mem. of Law in Supp. of Mot. to Dismiss the Amended Compl. for Lack of Personal Jurisdiction at 6 (Sept. 5, 2024); Han Aff. ¶ 23.

⁷ Pl.'s Ex. 2, Young Chan Han Depo., 40:12-42:19; Han Depo. Ex.6

⁸ Han Depo 32:19-33:7.

commerce with the expectation that they will be purchased by consumers in the forum state, there is a sufficient quantity of contacts. 444 U.S. at 298. While Samsung argues that its sales to these three companies cannot constitute a sufficient quantity of direct contacts because the batteries were sold in sealed packs and not intended to be resold, it has known since 2016 that the 18650 batteries were being used by e-cigarette users.⁹ Samsung allegedly conducted internal investigations that confirmed the sale of genuine Samsung 18650 batteries being sold in e-cigarette shops in the United States and through Amazon.¹⁰ Samsung placed close to three million batteries directly into Minnesota’s stream of commerce. Logically, some of those batteries did not end up where Samsung intended.

Samsung conducted business with three large Minnesota entities, shipping almost three million of the specific battery that Plaintiff has alleged injured him in this case. Under this factor, the quantity of contacts with the forum state is sufficient to support specific personal jurisdiction.

b. Nature and quality of contacts

Courts must examine whether the party “purposefully availed itself of the benefits and protections of Minnesota.” *Juelich*, 682 N.W.2d at 574 (citing *Dent-Air, Inc. v. Beech Mountain Air Service, Inc.*, 332 N.W.2d 904, 907 (Minn. 1983)). If a party’s contacts are “random, fortuitous, or attenuated” or “the unilateral activity of another party or person,” the nature and quality of the contacts

⁹ Han Depo 72:10-18.

¹⁰ Declaration of Matthew Clark in Opp’n to Samsung SDI Co. LTD’s Motion to Dismiss; and Defendants Infinite Vapors and Uptown Vapors, LLC’s Motion for Dismissal Pursuant to Minn. Stat. § 544.41 (Sept. 19, 2024). (“Clark Decl.”).

are not sufficient to find that the party purposefully availed itself of Minnesota's benefits and protections. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475 (1985). A "regular course of voluminous sales," and profiting from such sales, is sufficient to satisfy purposeful availment. *Butler v. JLA Indus. Equipment, Inc.*, 845 N.W.2d 834, 847 (Minn. Ct. App. 2014). "The fact that the manufacturer's goods came to the jurisdiction by an unknown and thereby a possibly circuitous route does not change the fact that the product injured someone in a jurisdiction where the manufacturer can expect to be sued." *Rostad*, 372 N.W.2d at 721–22.

Samsung argues that because the 18650 batteries were sold in sealed packs in Minnesota, it did not avail itself of Minnesota's laws. In *Butler*, the Minnesota Court of Appeals ruled that a "regular course of voluminous sales" was sufficient for a defendant to have purposefully availed itself to the benefits and laws of Minnesota. 845 N.W.2d at 847. Samsung directly sold batteries through purchase agreements to companies doing business in Minnesota.¹¹ These purchase agreements included Minnesota choice-of-law and forum selection clauses that were specific to the 18650 battery.¹² One purchase agreement between Samsung and Toro for 18650 batteries states "[T]he exclusive venue for all meetings and hearings related to such proceeding shall be in Hennepin County, Minnesota or such other location designed by Buyer."¹³ By this agreement, Samsung intended to avail itself to the

¹¹ Han Aff. ¶ 23.

¹² Han Depo. 51:15-54:24; 59:1-20; Ex. 7.

¹³ Ex. 7 Samsung_SDI_CO_00816.

benefits and laws of Minnesota as the venue for future litigation (albeit, under that contract, with Toro).

By contrast, in *Juelich*, the plaintiff was injured while working on a scissor-lift table and sued multiple manufacturers, each of whom produced components for the product. 682 N.W.2d at 568. The Minnesota Supreme Court found it did not have specific personal jurisdiction over one of the defendants because the defendant had only produced one component of the finished product and had no role in the distribution or sale of the finished product in Minnesota. *Id.* at 574.

In this case, Samsung argues that specific personal jurisdiction is inappropriate because it sold its batteries to sophisticated manufacturers that do not produce e-cigarettes. One of the purchase agreements between Samsung and Toro states, however, states, “Seller acknowledges and agrees that goods and materials furnished to Buyer hereunder, *may be resold, either directly or indirectly, for personal, family, or household use . . .*”¹⁴

Samsung purposefully availed itself of Minnesota’s laws through shipping nearly three million 18650 batteries to Minnesota; it enumerated Minnesota as the appropriate venue in its purchase agreements with at least one of the manufacturers located in Minnesota, and specifically acknowledged in at least one contract that its batteries may be resold or used differently. This factor weighs in favor of specific personal jurisdiction.

c. Connection of the cause of action with those contacts

To comply with Due Process requirements, the cause of action “must arise out of or relate to contacts” with the

¹⁴ *Id.*

forum state. *Ford Motor Co.*, 592 U.S. at 359. There must be “an affiliation between the forum and the underlying controversy, principally an activity or occurrence that takes place in the forum State and is therefore subject to the State’s regulation.” *Id.* at 359–360. If a defendant’s “contacts subject it to ‘fair warning’ that it could be haled into court in Minnesota, there is a sufficient nexus between the contacts and the causes of action.” *State by Ellison v. Havenbrook Homes, LLC*, 996 N.W.2d 12, 27 (Minn. Ct. App. 2023) (quoting *Ford Motor Co.*, 592 U.S. at 359).

Samsung argues that it never explicitly intended the use of its 18650 batteries in e-cigarettes, and thus its connection to Peters’ injuries is too tenuous to support specific personal jurisdiction. Peters alleges that Samsung was aware its 18650 batteries were being used for e-cigarettes as early as 2018.¹⁵ Samsung’s compliance agreements with customers in China and Taiwan around August 2019 indicate “[Samsung] confirmed that certain Batteries which were initially sold to Customer are being re-sold or re-distributed for use in E-Cigarette Devices in retail stores in the U.S.A ”¹⁶

Based on the allegations and information revealed thus far in this case, Samsung sold close to three million 18650 batteries in Minnesota, and most were sold after Samsung allegedly had notice that the batteries were being used in e-cigarettes.¹⁷ This factor leans in favor of granting specific personal jurisdiction.

¹⁵ Clark Decl., ¶ 10–11, Ex. 7–8 (Sept. 19, 2024).

¹⁶ Clark Decl., ¶ 9, Ex. 6.

¹⁷ Han Depo. Ex. 6

d. Interest of the state providing a forum

To determine the reasonableness of exercising jurisdiction, Minnesota courts consider “the burden on the defendant in litigating in the forum state” and “the forum state’s interest in adjudicating the dispute.” *Domtar, Inc. v. Niagara Fire Ins. Co.*, 533 N.W.2d 25, 34 (Minn. 1995) (internal citations omitted). “Minnesota has an interest in the litigation if the case involves a resident who was severely injured and the accident took place in Minnesota.” *Butler*, 845 N.W.2d at 848.

Peters alleges that he purchased a Samsung 18650 battery from a Minnesota retailer; used the product in Minnesota, and his injury occurred in Minnesota. This factor weighs in favor of granting specific personal jurisdiction over Samsung.

e. Convenience of the parties

A forum is acceptable under the Due Process clause unless it is so “gravely difficult and inconvenient that a party is unfairly put at a severe disadvantage in comparison to his opponent.” *Burger King*, 471 U.S. at 478.

Regardless of the forum that is ultimately selected, some evidence and witnesses are located in a foreign country. When travel to a foreign country is required no matter the forum that is ultimately found, this factor neutral. *Juelich*, 682 N.W.2d at 576. The Court finds this factor is neutral.

3. Conclusion

Samsung sold nearly three million of its 18650 batteries directly to Minnesota manufacturers during the time period alleged in this case. Regardless of the intended use of the batteries and whether the batteries were sold in sealed packs to sophisticated companies, the

battery was allegedly sold by a Minnesota retailer to Peters, a Minnesota resident, where he was allegedly injured by it. Samsung purposefully availed itself of the benefits and responsibilities of doing business in Minnesota. The Court will deny Samsung’s motion to dismiss the amended complaint for lack of personal jurisdiction.

C. Defendants Infinite Vapors and Uptown Vapors, LLC’s Motion to Dismiss

1. Legal standard

The legislature did not enumerate a standard of review for Minn. Stat. § 544.41 and this court applies the standard for a motion to dismiss from *Walsh v. U.S. Bank, N.A.* 851 N.W.2d 598 (Minn. 2014). Per *Walsh*, a district court must “accept the facts alleged in the complaint as true and construe all reasonable inferences in favor of the nonmoving party.” *Id.* at 606. The district court does not weigh facts, or even consider the likelihood of the plaintiff proving those facts when deciding a motion to dismiss. *State by Smart Growth Minneapolis v. City of Minneapolis*, 954 N.W.2d 584 (Minn. 2021).

Under Minn. Stat. § 544.41, in an action based on strict product liability, a defendant other than the manufacturer of an allegedly defective product should be dismissed from the action if that defendant files an affidavit certifying the correct identity of the manufacturer of the product that allegedly caused the injury. There are three exceptions: (1) if the defendant had exercised significant control over the design or manufacture of the product; (2) if the defendant had actual knowledge of the defect in the product sold; or (3) if the defendant created the defect in the product. *Id.* The goal of the seller’s exception statute is to “temper the harsh effect of strict liability as it applies to passive sellers, while ensuring that a person injured by

a defective product can recover from a viable source.” *In re Shigellosis Litig.*, 647 N.W.2d at 6.

2. Analysis

Defendants Infinite Vapors and Uptown Vapors, LLC, (“the Minnesota Defendants”), seek dismissal under Minn. Stat. § 544.41 and argue that none of the statutory exceptions applies to them. Because the batteries were produced by Samsung and bore its label, the first exception does not apply. The question before the Court is whether the Minnesota Defendants knew that the 18560 batteries produced by Samsung were defective or if the Minnesota Defendants caused the defect. Peters avers that both of the latter two exceptions to Minn. Stat. § 544.41 apply and the Minnesota Defendants should not be dismissed.

Peters has produced information to support his allegation that the Minnesota Defendants were aware of the dangers of the lithium-ion batteries they sold. One of the owners of Infinite Vapors testified that he saw a video as early as 2017 of a loose battery overheating and starting on fire in someone’s pocket.¹⁸ The owner testified that, beginning in either late 2017 or early 2018, the store distributed “Battery Safety Basics” cards that explained proper and improper use of lithium-ion batteries.¹⁹

The Minnesota Defendants sold Samsung 18650 batteries, a type of lithium-ion battery.²⁰ Because the Plaintiff has alleged that the Minnesota Defendants were at least aware that the lithium-ion batteries they sold posed a possible hazard to customers (such that they provided safety

¹⁸ Clark Decl. Ex. 3, Vaillancourt Depo. 34:14–35:22; 33:12–17.

¹⁹ Clark Decl. Ex. 3, Vaillancourt Depo. 63:9–22; Ex. 7.

²⁰ Pl.’s Amend. Compl. at 17 (Aug. 18, 2023).

cards to customers), the Court will not dismiss them at this time under Minn. Stat. § 544.41. Reading all inferences in the light most favorable to the non-moving party, Peters has sufficiently alleged that the Minnesota Defendants had actual knowledge of defects in the lithium-ion batteries they sold (including the Samsung 18650 batteries). As such, Plaintiff has sufficiently alleged facts to prohibit dismissal of the Minnesota Defendants under Minn. Stat. § 544.14, subd. 3(2).

Peters also alleges that the Minnesota Defendants contributed to the defect because Samsung has averred that its 18650 batteries have only been sold to sophisticated companies in sealed packs.²¹ Peters argues that because the batteries were sold by the Minnesota Defendants for usage in e-cigarettes and were not intended for use in e-cigarettes, the Court should conclude that the Minnesota Defendants contributed to the defect. Peters has not supported this claim with actual allegations of defect created by the Minnesota Defendants. The exception under Minn. Stat. § 544.41(3) is therefore not applicable.

Because dismissal is prohibited at this stage under Minn. Stat. § 544.14, subd. 3(2), the Court will deny the Minnesota Defendants' motion to dismiss.

²¹ Han Aff. ¶ 15–17.

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APPENDIX D

STATE OF MINNESOTA
SUPREME COURT

No. A25-0195

Shawn Peters,
Respondent,

v.

Samsung SDI Co., Ltd.,
a Korean Corporation,
Petitioner,

Samsung SDI America, Inc.,
a Michigan Corporation,
Defendant,

Infinite vapors,
a Minnesota Business Entity, et al.,
Defendants,

and

DOES 1-100 inclusive,
Defendants.

Filed: Dec. 31, 2025

42a

ORDER

Based upon all the files, records, and proceedings herein,

IT IS HEREBY ORDERED that the petition of Samsung SDI Co., Ltd., a Korean Corporation for further review is denied.

Dated: December 31, 2025

BY THE COURT:

/s/ Natalie E. Hudson

Natalie E. Hudson

Chief Justice

APPENDIX E

STATE OF MINNESOTA DISTRICT COURT
COUNTY OF HENNEPIN
FOURTH JUDICIAL DISTRICT

No. 27-CV-23-1077

Shawn Peters,
Plaintiff,

v.

Samsung SDI Co., Ltd., a Korean Corporation,
Samsung SDI America, Inc., a Michigan Corporation,
Infinite Vapors, a Minnesota Business Entity,
Uptown Vapors, LLC, a Minnesota Business Entity, and
DOES 1-100 inclusive,
Defendants.

Filed: Sept. 5, 2024

AFFIDAVIT OF YOUNG CHAN HAN

The undersigned, Young Chan Han, declares and represents as follows:

1. My name is Young Chan Han. I am over eighteen years of age and competent to make the statements set forth herein.

2. I have personal knowledge of the facts described in this Declaration and have been authorized to make this Declaration on behalf of Samsung SDI Co., Ltd. (“SDI”). If called upon as a witness, I could testify

competently under oath as to all such facts based upon my personal knowledge and the business records of SDI.

3. This Declaration is submitted in support of SDI's Motion to Dismiss the Amended Complaint for Lack of Personal Jurisdiction in the above-captioned action.

4. By submitting this Declaration, I do not consent to the jurisdiction of this Court on behalf of any person, SDI, or any other entity. To the contrary, the purpose of this Declaration is to challenge the Court's exercise of personal jurisdiction over SDI.

5. My current position with SDI is that of Principal Engineer. I have been employed by SDI for more than fifteen years, and I am familiar with SDI's operations worldwide, including the absence of SDI operations in Minnesota.

6. SDI is incorporated in South Korea and maintains its headquarters and principal place of business at 150-20, Gongse-ro, Giheung-gu, Yongin-si, Gyeonggi-do, South Korea.

7. SDI has no employees, officers, agents, directors, or representatives in Minnesota.

8. SDI is not registered to do business in Minnesota and does not have a registered agent for service of process in Minnesota.

9. SDI does not have an interest in, use, or possess real property in Minnesota.

10. SDI has never maintained a bank account in Minnesota.

11. SDI has never paid or incurred an obligation to pay taxes in Minnesota.

12. SDI has never conducted any business with any retail store in Minnesota, including defendants Infinite Vapors or Uptown Vapors, LLC.

13. SDI designs and manufactures numerous sizes and models of battery cells, including 18650 lithium-ion battery cells.

14. The lithium-ion battery cell designation “18650” is not unique to SDI. Rather, it is a standardized size used by many battery manufacturers, including but not limited to SDI, Sony, Panasonic, LG, and Sanyo, to identify battery cell dimensions. With respect to 18650 lithium-ion battery cells, “18650” indicates that the cell is 18 millimeters in diameter and 65 millimeters in height.

15. SDI sells its lithium-ion battery cells only on a business-to-business basis to sophisticated companies that are involved in or associated with either the manufacture of authorized products, or the supply chain leading to the manufacture of authorized products, on a nationwide scale, who either receive the battery cells in sealed battery packs or incorporate the cells into sealed battery packs.

16. SDI does not have any distributors—that is, entities who receive supplies of products for subsequent distribution and/or resale to wholesalers, retailers, or consumers—for its 18650 lithium-ion battery cells anywhere in the United States, including Minnesota.

17. E-cigarettes are not authorized products. SDI does not and has never recommended or authorized the use of its lithium-ion battery cells in e-cigarettes, and SDI has never manufactured lithium-ion battery cells for use in e-cigarettes.

18. SDI has never placed battery cells designed or intended for use in e- cigarettes into the stream of commerce.

19. SDI does not design, manufacture, distribute, market, or advertise 18650 lithium-ion battery cells in Minnesota.

20. SDI has never SDI has never promoted the sale of its products, including 18650 lithium-ion battery cells, to consumers or otherwise targeted consumers in Minnesota.

21. SDI has never sold 18650 lithium-ion battery cells to distributors, wholesalers, retailers, or consumers in Minnesota.

22. SDI does not and has never sold 18650 lithium-ion battery cells individually (i.e., for standalone use by consumers), in Minnesota or anywhere else.

23. SDI's contacts with Minnesota are limited to the sale of fully assembled, sealed battery packs to three national manufacturers based in Minnesota that manufacture products such as garden tools, industrial floor cleaners, and golf carts. These companies include The Toro Company ("Toro"), Tennant Company ("Tennant"), and Polaris Inc. ("Polaris"), and SDI has fulfilled only nine orders collectively between these companies from 2017 to the present.

24. SDI has never shipped any products into Minnesota except as described in paragraph 23 of this Declaration.

25. On information and belief, Toro, Tennant, and Polaris have never manufactured, distributed, sold, or marketed e-cigarettes.

26. SDI has never supplied battery packs to Toro, Tennant, or Polaris for resale, and SDI has never authorized Toro, Tennant, or Polaris to distribute, resell, or market SDI battery packs (or the lithium-ion battery cells within) except as integrated in those companies' products.

27. SDI has no knowledge or reason to believe that Toro, Tennant, or Polaris have ever distributed, resold, or marketed SDI battery packs or SDI lithium-ion battery cells except as integrated in those companies' products.

28. SDI has never authorized any third party to distribute, resell, or market SDI 18650 lithium-ion battery cells for use by consumers in e-cigarettes in Minnesota or anywhere else.

29. SDI does not collect data on the use or performance of its 18650 lithium-ion battery cells in Minnesota.

30. SDI has never authorized any distributor, wholesaler, or retailer to distribute, resell, or market SDI 18650 lithium-ion battery cells for use as individual cells.

31. SDI has never partnered with companies in Minnesota on "lithium-ion battery and energy storage solutions," as alleged in paragraph 11(e) of the First Amended Complaint filed in the above-captioned action (ECF No. 22; the "FAC"). On information and belief, Dynapower, the entity referenced in the article identified in paragraph 11(e) of the FAC, is neither organized nor based in Minnesota, and was not organized or based in Minnesota at the time the article was published.

32. SDI has never sold lithium-ion battery cells "with cosmetic defects in the wrapper, without a wrapper at all, or with batteries with other types of cosmetic and other defects," or that are otherwise "inferior or nonconforming," as alleged in paragraph 11(f) of the FAC. SDI

also has never sold lithium-ion battery cells in such conditions with the knowledge or expectation that such cells would “reach Minnesota” or “end up in the hands of Minnesota consumers,” as further alleged in paragraph 11(f) of the FAC.

33. SDI has no knowledge that SDI lithium-ion battery cells were “recommended by multiple online sources for [e-cigarette] use, by vendors located in Minnesota,” as alleged in paragraph 11(g) of the FAC. SDI has never recommended the use of SDI lithium-ion battery cells in e-cigarettes and has never directed a third party to do so. SDI’s lithium-ion battery cells are not intended for use in e-cigarettes.

34. SDI has no knowledge that SDI lithium-ion battery cells were “widely, readily, and easily available at electronic cigarette retail stores throughout Minnesota,” as alleged in paragraph 11(i) of the FAC. SDI has never sold SDI lithium-ion battery cells to any retail stores, anywhere, or to any distributor for sale to retail stores. SDI only sells its batteries in sealed packs, or for integration into sealed packs, as components of larger products (not e-cigarettes).

35. I understand that Plaintiff has received additional jurisdictional discovery in this case regarding the potential of SDI contacts with the neighboring states of Wisconsin, North Dakota, South Dakota, and Iowa. I affirm that SDI has never had any customers in North Dakota, South Dakota, or Iowa, and that SDI has only had two customers in Wisconsin: (1) Briggs and Stratton, and (2) Snap-On. All transactions with these two companies have involved the sale of fully sealed battery packs for use in chainsaws, line trimmers, or diagnostic displays. SDI

has never sold any of its batteries for use in e-cigarettes in these states or anywhere else in the United States.

I declare under penalty of perjury under the law of Minnesota that the foregoing is true and correct, and that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, and any territory or insular possession subject to the jurisdiction of the United States.

Executed on the 4th day of September 2024, in Beonyoung-ro, Cheonan city, Chungcheongnam-do, Republic of Korea.

Young Chan Han
Young Chan Han