No. 25-1156

IN THE

Supreme Court of the United States

SAMSUNG SDI CO., LTD.,

Petitioner,

v.

SHAWN PETERS,

Respondent.

On Petition for Writ of Certiorari to the Court of Appeals of Minnesota

RESPONDENT'S BRIEF IN OPPOSITION

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QUESTION PRESENTED

Petitioner directly shipped millions of 18650 batteries into Minnesota under supplier contracts that selected Minnesota law, required Minnesota courts, and acknowledged that the goods "may be resold, either directly or indirectly, for personal, family, or household use." Petitioner's own internal investigations confirmed by 2016 that its 18650 batteries were being sold at U.S. vape shops and online for consumer use. Respondent, a Minnesota resident, later bought a Samsung 18650 battery from a Minnesota vape shop and was injured by it in Minnesota.

The question presented is whether the Minnesota Court of Appeals erred in holding that respondent's claims sufficiently "relate to" petitioner's Minnesota contacts to support specific jurisdiction.

TABLE OF CONTENTS

TABLE OF CONTENTS—Continued

TABLE OF AUTHORITIES

CASES Page(s)

TABLE OF AUTHORITIES—Continued

INTRODUCTION

From 2017-2022, petitioner sold and shipped nearly three million of its 18650 batteries directly into Minnesota under multiple, ongoing supplier contracts with three Minnesota manufacturers. Those contracts picked Minnesota law and Minnesota courts to govern disputes regarding its 18650 batteries. And contracts with at least one of those Minnesota entities—acknowledged and agreed to by petitioner—provided that the goods "*may be resold, either directly or indirectly, for personal, family, or household use*." Pet. App. 14a.[1]

Even before those direct sales and contracts, petitioner's internal investigations had confirmed that its 18650 batteries were ending up on vape-shop shelves and available for online consumer purchases across the United States. *Id.* at 11a. And there is no record evidence of any steps Samsung took to curb, warn, halt, or otherwise restrict its 18650 sales to Minnesota in the years that followed.

In late 2019, while petitioner's direct 18650-related Minnesota contacts continued, respondent purchased petitioner's 18650 batteries at a Minnesota retail store. One exploded shortly thereafter, caused injury to a forum resident, and required treatment in Minnesota.

Petitioner's particular forum activities should readily provide "fair warning" that those activities "may subject it to the jurisdiction of a foreign sovereign," particularly when the same type of battery explodes

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[1] Notably, despite claiming that petitioner does not sell its 18650 batteries as "one might use a household double-A alkaline battery cell," (Pet. 9), it explicitly agreed with at least one Minnesota entity to *resale of its 18650s for household use*. Pet. App. 14a.

and injures a forum resident. *Ford Motor Co. v. Mont. Eighth Jud. Dist. Ct.*, 592 U.S. 351, 360 (2021). Far from attempting "anything goes" jurisdiction, *id.* at 362, this record shows a manufacturer with significant sales and shipments of the product to the forum, contracts tying petitioner to the forum and anticipating consumer resale, and a forum resident injured after a forum-purchased product malfunctioned. That fits *well* within the "real limits" of the phrase "relate to" for purposes of specific jurisdiction. *Ibid.*

This Court should decline review for three independent reasons:

First, petitioner packages this case as implicating a deep, intractable division over the "real limits" of *Ford*'s relatedness test. 592 U.S. at 362. The division is not quite what petitioner describes. The federal appellate and state supreme court decisions finding jurisdiction over a foreign lithium-ion battery manufacturer share a common factual foundation: the defendant either made direct shipments of the same 18650 batteries into the forum State, executed supplier contracts with forum-based manufacturers for that same product, or both. Nearly every federal appellate and state supreme court decision denying jurisdiction has rested on the opposite record. Either the defendant "does not itself ship 18650 batteries to" the forum, *B.D. ex rel. Myers v. Samsung SDI Co.*, 143 F.4th 757, 766 (7th Cir. 2025), "had never shipped 18650s directly to" the forum, *Franceschi v. LG Chem, Ltd.*, 580 P.3d 1279, 1285 (Nev. 2025), or its forum-directed shipments involved a different product than the one that injured the plaintiff, *see Yamashita v. LG Chem, Ltd.*, 62 F.4th 496, 506-07 (9th Cir. 2023). The cases apply a single legal test to divergent records. The *one* outlier has a petition currently pending before the Court, in a case

with direct shipments, where the panel initially found jurisdiction, only to reverse course on panel rehearing after "hunting through the record." *Ethridge v. Samsung SDI Co., Ltd.*, 163 F.4th 136, 138 (5th Cir. 2025), petition for cert. pending, No. 25-1106 (filed Mar. 16, 2026).

The decision below fits comfortably within the jurisdiction-finding line on facts that are materially indistinguishable from *Sullivan v. LG Chem, Ltd.*, 79 F.4th 651 (6th Cir. 2023), and *LG Chem America, Inc. v. Morgan*, 670 S.W.3d 341 (Tex. 2023). Those record-specific features, including direct shipments of nearly three million batteries, choice-of-law and forum-selection clauses, and authorization for resale for personal, family, and household use, place this case outside the zone of genuine doctrinal disagreement petitioner describes.

Second, the decision below is a particularly poor vehicle for review. Namely:

- The decision is unpublished and nonprecedential. Pet. App. 2a. The opinion binds no future Minnesota case and creates no new state-law rule. The Minnesota Supreme Court, shown this very decision, declined to review it. Granting certiorari here would mean using the Court's docket to review a decision that has no precedential force even in the State that produced it.
- The record is sealed. Much of the evidence that drove the ruling below—on a fact-bound, idiosyncratic issue such as personal jurisdiction—lives under a protective order that petitioner itself sought. The Minnesota Court of Appeals repeatedly flagged that "[m]uch of the evidence submitted on the jurisdictional issue is designated

as confidential," and, on several crucial points, that "[o]ther record evidence is confidential"—including material on the scope of petitioner's Minnesota shipments, the full text of its supplier contracts, and the depth of its pre-injury knowledge of consumer resale. Pet. App. 2a, 3a n.2, 10a n.8, 11a, 17a. Whatever the right answer to the question petitioner presents, the Court should not develop that answer on a record whose key documents the parties cannot fully describe in open court.

- Finally, even if the Court is inclined to reach this question, an available vehicle has none of those problems. As described above, *Ethridge v. Samsung SDI Co., Ltd.*, No. 25-1106, is pending before this Court on the same question. *Ethridge* comes from a federal court of appeals, produced a published opinion, rests on a fully public record, and involves materially cleaner facts—a direct-to-consumer Amazon purchase from a Wyoming seller, with direct-to-Texas 18650 shipments by petitioner, with none of the Minnesota-specific factual idiosyncrasies, including the resale contract language, choice-of-law, forum selection, or other issues that may muddy this case. Petitioner itself has filed a response in *Ethridge* supporting certiorari there, acknowledging *Ethridge* presents an "excellent vehicle[ ]." *Ethridge*, Brief for Respondent, 11 (seeking to consolidate review of *Ethridge* with the instant flawed vehicle). If the question is worth deciding, *Ethridge* is the right place to decide it.

Third, the decision below is correct. Once the contract language, choice-of-law and venue provisions,

volume of sales, and documented pre-injury knowledge are put back into the frame petitioner's brief removes them from, the case looks nothing like *Myers* or the amended opinion in *Ethridge*. Those decisions credited evidence that Samsung "took steps" and went to "great lengths" to police its distribution channels. *Myers*, 143 F.4th at 763; *Ethridge*, 163 F.4th at 139. The record here, by contrast, shows none of those efforts, with a company that knew by 2016 what was happening to its 18650 cells at U.S. vape shops, kept shipping them into Minnesota in seven-figure volumes without warnings, and signed a contract saying those goods could be resold to consumers. Under *Ford*, when that same type of product is purchased in the forum and injures a forum resident, that is enough.

The petition should be denied.

STATEMENT OF THE CASE

A. Factual Background

1. Respondent Shawn Peters lives in Minnesota. In late 2019, he bought an e-cigarette device and a Samsung-branded 18650 lithium-ion battery from a Minnesota vape shop. On January 7, 2020, as he arrived at work in Minnesota, the battery exploded in his left front pocket and caused severe burns. He was transported by ambulance to a Minneapolis hospital for medical treatment. Pet. App. 4a.

2. Petitioner is a South Korean company that designs and manufactures 18650 batteries. Pet. App. 3a. Its contacts with Minnesota are not trivial, and they are not disputed—admittedly, it "purposefully availed itself of the privilege of doing business in Minnesota . . . ." Pet. App. 7a.

Volume of sales. Between 2017 and 2022, under supplier contracts with Minnesota manufacturers Toro, Tennant, and Polaris, petitioner *directly* shipped to Minnesota approximately 2.9 million of the same 18650 battery that injured respondent. Pet. App. 5a, 9a-11a. The Minnesota Court of Appeals found that the cells shipped into the State were "the same as the 18650 battery cell that Peters bought for his e-cigarette device." *Id.* at 10a. Although petitioner claimed it only sold fully assembled, sealed battery packs to the Minnesota manufacturers, other record evidence—sealed by the trial court—made that claim "less clear." *Id.* at 10a n.8. Nor did petitioner submit any evidence that batteries inside the allegedly sealed packs were "inaccessible." *Id.* at 10a n.9.

Petitioner agreed to Minnesota law and Minnesota courts regarding its 18650 batteries. The same supplier contracts under which petitioner shipped 2.9 million of its 18650 batteries directly to Minnesota contain Minnesota choice-of-law and Minnesota forum-selection clauses. Pet. App. 14a. When petitioner picked the law and the courthouse that would govern its Minnesota sales, it picked Minnesota, as petitioner "agreed to be governed by Minnesota law on the sale of . . . the 18650 battery cells within the packs." *Ibid.*

Petitioner also agreed to consumer resale. A Minnesota supplier contract to which petitioner is a party explicitly provides that the 18650 batteries "may be resold, either directly or indirectly, for personal, family, or household use." Pet. App. 14a. Petitioner now calls this "boilerplate." Pet. 12. But whatever petitioner's practice of signing the same language with other customers, the clause is its written acknowledgment that the very batteries it was shipping directly to

Minnesota could move, with its blessing, into consumer hands.

Petitioner's pre-injury knowledge of vape-related sales. Petitioner "has known since at least 2016 that its 18650 batteries were being resold for use in e-cigarette devices." Pet. App. 11a. That conclusion rests on more than inference. "[B]efore 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." *Ibid.* Other record evidence in support of that pre-injury knowledge is confidential. *Ibid.* Accepting that evidence as true, as the prima-facie stage requires, the Minnesota court concluded that petitioner "anticipated that its 18650 battery cells would be used by consumers in e-cigarette devices." *Ibid.*

These features were the foundation of the Minnesota Court of Appeals' relatedness analysis. Pet. App. 15a-18a. They are also, conspicuously, missing from petitioner's own statement of the case (see Pet. 9-10), which relies almost entirely on its own declaration, ignores or downplays the factual underpinnings of the decision below, and instead describes its Minnesota contacts as limited to "sealed" shipments to "sophisticated" customers that petitioner "did not authorize" to resell. Pet. 5, 9-10. The record the Minnesota court actually reviewed is far less favorable to petitioner.

B. The Proceedings Below

The trial court denied petitioner's motion to dismiss for lack of personal jurisdiction after jurisdictional discovery. Pet. App. 5a-6a. The court emphasized that petitioner had shipped "nearly three million" of its cells to Minnesota manufacturers during the relevant

period, most of them "after SDI had notice that its battery cells were being used in e-cigarettes," and 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." *Id.* at 6a (quoting district court).

The Minnesota Court of Appeals affirmed in an unpublished, nonprecedential opinion. Pet. App. 2a. The court applied the State's longstanding five-factor personal-jurisdiction test, concluded that four factors favored jurisdiction and one was neutral, and held respondent had made his prima-facie showing. *Id.* at 8a-20a. On relatedness specifically, the court observed that *Ford* forecloses petitioner's causation-based argument: specific 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." *Id.* at 16a (quoting *Ford*, 592 U.S. at 362). Given the volume of direct shipments, the pre-injury knowledge, and the contractual provisions and resale acknowledgment, the court concluded that "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." *Id.* at 17a.

The Minnesota Supreme Court denied discretionary review on December 31, 2025. Pet. App. 41a-42a.

One feature of this record deserves repeat mention. Much of the evidence on which the decision below turned was sealed. A protective order entered early in the case—at petitioner's insistence—covers "documents that contain confidential, proprietary, or trade secret information." Pet. App. 3a n.2. That umbrella reaches the precise composition of petitioner's Minnesota

shipments, *id.* at 10a n.8, portions of its pre-injury knowledge of consumer resale, *id.* at 11a, 17a, and the full terms of its Minnesota supplier contracts, *id.* at 14a. The Minnesota Court of Appeals took care to "limit[]" its discussion "to information disclosed in publicly filed documents." *Id.* at 3a n.2.

REASONS FOR DENYING THE PETITION

I. The "Split" Petitioner Describes Largely Dissolves On Examination Of The Actual Records.

Petitioner insists (Pet. 12-22) that the lower courts are "in disarray" over how *Ford*'s relatedness standard applies in 18650-battery cases and have split into irreconcilable camps. Pet. 3, 12, 30. The premise is, at best, overstated. Every appellate decision on which petitioner relies applies the same test drawn from *Ford*, *Bristol-Myers*, and *Walden*. *Compare Myers*, 143 F.4th at 765-67, with *Sullivan*, 79 F.4th at 670-73, and *Morgan*, 670 S.W.3d at 347-49. The decisions diverge primarily because the underlying records diverge.

A. Every decision finding jurisdiction has involved direct shipments of the same product into the forum or supplier contracts for that same product with forum-resident manufacturers.

In *Sullivan*, the Sixth Circuit expressly rested its holding on LG Chem's direct-shipment conduct.[2]

[2] As with petitioner, LG Chem is a South Korean company, which manufactures 18650 lithium-ion batteries allegedly as "industrial component products," and claims to have never designed, manufactured, or sold those products for use with electronic cigarette products or other standalone consumer battery applications. Nevertheless, LG Chem's 18650 batteries

Jurisdiction existed, the court explained, because "LG Chem conducted business with Michigan companies regarding its 18650 batteries *and shipped its 18650 batteries into Michigan*, and Sullivan suffered injury from LG Chem's 18650 battery in Michigan." 79 F.4th at 672 (emphasis added). The record showed two direct shipments of 18650 batteries into Michigan: a 100-cell "sample shipment" to a Michigan vacuum-cleaner manufacturer and a shipment of 50,277 pounds of battery packs to LG Chem's Michigan subsidiary. *Id.* at 658. It also showed two supplier agreements executed with Michigan companies that related specifically to 18650 batteries, one of which selected Michigan law. *Id.* at 659. The Sixth Circuit treated those direct Michigan shipments and the choice-of-law provision as decisive, as LG Chem had "agreed with one company to be governed by Michigan law regarding the 18650 batteries" and therefore "had fair notice that it could be sued in Michigan for the Michigan consequences of defects relating to its 18650 battery." *Id.* at 673.

The Texas Supreme Court's decision in *Morgan*[3] also demonstrated considerable direct forum contacts, with the plaintiff producing "over 2,000 pages of spreadsheets, purportedly reflecting U.S. Customs data from November 2006 through May 2019, showing LG Chem's shipments of thousands of products to Texas companies or through Texas ports," including "lithium-

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were available for purchase from forum vape stores, were purchased in the forum, and exploded, injuring a forum resident. *Sullivan*, 79 F.4th at 657-58.

[3] LG Chem's business model and factual challenge to jurisdictional allegations is consistent with petitioner's claims here. See, *supra*, fn. 2; *Morgan*, 670 S.W.3d at 344-345; *Dilworth*, 355 So. 3d at 205.

ion batteries (and specifically model 18650 batteries) to Texas." 670 S.W.3d at 345. Many of those shipments were "consigned to LG Chem America, a subsidiary that generates about one-fifteenth of its total revenue in Texas." *Id.* Neither LG defendant ever contested that it had directed the sale and distribution of those batteries to Texas. *Id.* The Texas Supreme Court concluded it had jurisdiction where "a defendant purposefully avails itself of the privilege of doing business in Texas by selling and distributing into Texas the very product that injures a plaintiff," *id.* at 343, 347.

The Mississippi Supreme Court's decision in *Dilworth* was issued at the prima facie stage on a record where 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." 355 So. 3d at 207. The plaintiff had affirmatively shown that "LG Chem *did* engage in activity 'indicative of an intent or purpose to serve' the Mississippi Market for lithium-ion batteries." *Id.* at 210. And, in ordering further jurisdictional discovery, the court noted that LG Chem's subsidiary had "shipped products to Mississippi." *Id.* at 211.

B. Nearly every federal appellate or state supreme court decision denying jurisdiction has involved records in which the defendant neither shipped the injuring product into the forum nor contracted with forum-state entities for its sale.

The Seventh Circuit's decision in *Myers* is the paradigm. After jurisdictional discovery, the district court found, and the Seventh Circuit held, that "Samsung SDI does not itself ship 18650 batteries to

Indiana." 143 F.4th at 768. There were no Indiana supplier contracts, choice-of-law provisions, forum-selection clauses, or agreements with a forum entity to permit personal, family or household resale. On that record, the Seventh Circuit drew a distinction between an "end-product stream of commerce," in which Samsung's batteries reached Indiana sealed inside products Indiana consumers lawfully purchased, and a "derivative-product stream of commerce," in which individual batteries reached consumers only through unauthorized resale. *Id.* at 768-70. Samsung's purposeful contacts were confined to the former; the plaintiff's injury arose from the latter; and the court held that the resulting "disconnect . . . precludes an exercise of specific personal jurisdiction." *Id.* at 772.

The Ninth Circuit's decision in *Yamashita* turned on an analogous record failure. LG Chem's Hawaii-directed shipments, through the port of Honolulu and into the residential-solar-battery market, involved a different product than the 18650 battery that injured the plaintiff. 62 F.4th at 506-07. The record contained no evidence that any 18650 battery was shipped directly into Hawaii. *Ibid*. Indeed, "[t]here is little reason to believe that either firm's port contacts or LGC's solar contacts [concerning large, stationary, solar-power systems] have anything to do with Hawaii resident's acquisition of 18650 lithium-ion batteries." *Ibid.* That particular record drove the Ninth Circuit's observation that *Ford*'s "logic . . . gives little reason to think that the relatedness prong would have been satisfied if, for example, Ford had sold Crown Victorias only to police departments in Minnesota, had not marketed them to consumers, and had not serviced them at all." *Id.* at 507-08. The hypothetical tracks the *Yamashita* record, not the *Peters* record.

Similarly, the Nevada Supreme Court, in *Franceschi v. LG Chem, Ltd.*, 580 P.3d 1279, 1285 (Nev. 2025), essentially applied *Myers* to a similar set of facts, basing its decision on the fact that even the plaintiff's "attorney conceded that LG never shipped 18650s directly to Nevada," and that instead its forum contacts were limited to *non*-18650 batteries (used in electric vehicles) and the sale of petrochemical products in Nevada. *Id.* at 1283, 1285. There were also considerable record differences, with LG Chem prohibiting removal of 18650s from battery packs, placing warnings on its website, and taking other actions to limit the individual use of 18650s. *Id.* at 1285. Those efforts are wholly absent from the instant record.

The California Court of Appeal's decision in *LG Chem, Ltd. v. Superior Court*, 80 Cal. App. 5th 348 (2022), review denied, No. S276160 (Cal. Oct. 12, 2022), rested on a record in which LG Chem's in-state sales were narrowly confined to three California companies in the electric-vehicle industry, with no contractual terms conditioning or contemplating resale for consumer use. *Id.* at 354. LG Chem also placed warning labels on its 18650 batteries and required signed declarations of commitment promising not to resell those batteries to individual customers. *Id.* at 367.

C. Even petitioner's companion case, *Ethridge*, confirms the point.

The only decision that appears to break this pattern is the Fifth Circuit's rehearing opinion in *Ethridge v. Samsung SDI Co., Ltd.*, 163 F.4th 136 (5th Cir. 2025). Petitioner presents *Ethridge* as evidence of a deep doctrinal fracture. Pet. 17-18. The opinion itself expressly disclaims any such sweep: "Nothing in this opinion should be construed as answering whether the precise measures Samsung took to sell its products

only to the industrial market create a necessary baseline for specific personal jurisdiction cases like this one." 163 F.4th at 139. Five active judges voted for rehearing en banc. *Ibid*. And the panel reached its result only by "hunting through the record" for evidence of Samsung's customer-vetting process that Samsung had "buried in a lengthy footnote" during the first appeal. *Id.* at 138-39. *Ethridge*, in other words, is a record-specific decision driven by a record-specific procedural history. It also considerably differs from the record at issue here.

D. The Minnesota Court of Appeals' decision tracks the jurisdiction-finding cohort on a uniquely strong record.

The decision below sits squarely within the jurisdiction-finding line, resting on a record that is, if anything, even more supportive of jurisdiction than those in *Sullivan* or *Morgan*.

First, the court below found that petitioner directly "sold and shipped millions of Samsung 18650 battery packs *directly* to Minnesota manufacturers." Pet. App. 17a. That is *many* times greater than the single shipment at issue in *Sullivan*. 79 F.4th at 659, n.2.

Second, petitioner's supplier contracts with Minnesota manufacturers contained Minnesota choice-of-law and forum-selection clauses, including the very county where respondent filed his lawsuit. Pet. App. 17a, 34a. That is precisely the forum-targeting contractual terms the Sixth Circuit found persuasive for the limits of "relate to" jurisdiction in *Sullivan*. 79 F.4th at 671, 673. Adding to this record's distinctiveness, the purchase orders between petitioner and at least one of its in-state manufacturers expressly provided that "goods and materials" sold by petitioner "may be

resold, either directly or indirectly, for personal, family, or household use." Pet. App. 17a. That contractual term does not appear in the records of *Sullivan*, *Morgan*, *Dilworth*, or any other case on this issue. But it refutes petitioner's submission that its business model was "structured" to confine its 18650 cells to industrial applications within Minnesota, and it supplies the kind of forum-directed notice this Court identified as central to specific jurisdiction in *Ford*. 592 U.S. at 359-60.

Finally, the court below found that petitioner had known since at least 2016 that its 18650 cells were being sold at U.S. vape stores and online for use in e-cigarettes. Pet. App. 17a. Petitioner's own internal investigations documented that market. The vape and e-cigarette usage from which respondent's injury arose was therefore known to petitioner for years, yet petitioner made no meaningful adjustment to its Minnesota contracting or shipping practices in response, nor did it add warnings or other safeguards before respondent's purchase and injury.

Those features render the decision below factually distinct from *Myers*, *Ethridge*, and *Yamashita*, and factually parallel to *Sullivan* and *Morgan*. Instead of a doctrinal split, this is a set of outcomes consistent with the particular records presented—a fact-bound dispute unsuited for certiorari review. *See* S. Ct. R. 10 (certiorari is "rarely granted" where the alleged conflict depends on "the misapplication of a properly stated rule of law"). This reads more like ongoing percolation, not a true doctrinal split.

II. The Decision Below Presents A Poor Vehicle For Review—It Is Unpublished, Interlocutory, And Built On A Sealed Record.

At the outset, the Minnesota Court of Appeals' opinion carries the notation that it is a "NONPRECEDENTIAL OPINION." Pet. App. 2a. Nonprecedential opinions do not bind future Minnesota courts. Minn. R. App. Proc. 136.01(c). They resolve the dispute before them, applying established law to a particular set of unique facts and nothing more. The Minnesota Supreme Court, offered the chance to give the ruling statewide force, declined. This case is not even dispositive authority in the state in which it was issued. Thus, this case is not *part* of any purported split requiring this Court's intervention, and is limited to its peculiar facts.

The sealed record compounds the problem. When the Minnesota Court of Appeals wrote its opinion, it was explicit that key evidence was under seal: the composition of petitioner's Minnesota shipments, the details of petitioner's pre-injury knowledge of consumer resale, the full terms of petitioner's supplier contracts, as well as other facets. Pet. App. 2a-3a n.2, 10a n.8, 11a, 14a. These particular facts are the evidence on which the jurisdictional ruling rests—and the evidence that drives the differences between this case and the cases petitioner points to as splits.

If the Court grants certiorari, the difficulty moves with the case. Merits briefing would have to navigate between two unsatisfactory options: public filings that paper over the most important facts, or confidential submissions that take the Court's argument off the public record on which it ordinarily resolves constitutional questions.

And the problem would not correct itself on remand. The sealed material is in many cases commercial information that petitioner itself designated as confidential—to its own benefit in the litigation. The cleaner path, if the Court feels the question is worth answering, is to take up the matter in a case where the record was open from the start, such as the *Ethridge* amended opinion, described *infra*, Section D.

Next, the decision below reviewed a denial of a motion to dismiss on a prima-facie record. At that stage, "[t]he allegations of the complaint, together with any supporting evidence, must be viewed as true," and "any doubt" is resolved "in favor of retaining jurisdiction." Pet. App. 6a-7a (citing *Bandemer v. Ford Motor Co.*, 931 N.W.2d 744, 749 (Minn. 2019), *aff'd sub nom. Ford*, 592 U.S. 351 (2021)). The case will return to state district court for further discovery, summary judgment, and potentially trial. Jurisdictional facts may well be revisited on a fuller record. The Court has long treated that mismatch as a reason to wait. *See Hamilton-Brown Shoe Co. v. Wolf Bros. & Co.*, 240 U.S. 251, 258 (1916) (interlocutory posture "of itself alone furnish[es] sufficient ground for the denial of the [writ]").

Finally, the Minnesota framework the court below applied is a five-factor, state-law test that reaches "as far as the Due Process Clause . . . allows," Pet. App. 7a. Although that test generally reflects the requirements for specific jurisdiction, it does so through factors—including the quantity of contacts, nature and quality of contacts, connection of the cause of action with those contacts, forum interest, and party convenience—that no federal circuit uses in quite the same way. *Id.* at 8a. The same is generally true of the Minnesota "close-call" tie-breaker favoring jurisdiction. *Id.* (citing *Bandemer*). Respondent does not contend that state-

law framework controlled the outcome—it did not—but disentangling the federal question from the state-law packaging could unnecessarily complicate review when other vehicles do not require it.

III. If The Court Wants To Reach This Question, *Ethridge*—Not This Case—Is The Vehicle.

Ethridge v. Samsung SDI Co., Ltd., No. 25-1106, is already pending. It presents the same question on what is, by every measure, a better vehicle. Namely, *Ethridge*: (1) is a published Fifth Circuit opinion, and the latest word from any federal circuit court on the purported split; (2) includes an open, unsealed record, with every fact at issue on the public docket (*Ethridge*, BIO 3-7); (3) has cleaner factual issues, with admitted direct sales by petitioner of individual 18650 batteries to Texas, and without the contractual resale, choice-of-law, or forum-selection clauses at issue here, or other Minnesota complications; (4) it is procedurally tidier, in that there has been full briefing on the merits of both the panel opinion and on rehearing—with this Court granted the benefit of panel opinions on both sides of the issue—there is no state five-factor overlay, and review is supported by all parties in *Ethridge*.

Petitioner's consolidation pitch—that reviewing both a federal and state decision will produce better guidance (*Ethridge*, Respondent's Brief, 11-12)—lacks any reasonable basis for doing so. The question whether a state court's exercise of specific jurisdiction satisfies federal due process does not turn on whether the Court's vehicle is state or federal. What the Court needs is a clean record and a published decision—both of which the earlier filed *Ethridge* supplies and this case does not.

IV. The Minnesota Court Of Appeals' Decision Below Was Correct.

Even if the Court reaches the merits, the decision below was correctly decided. The Minnesota Court of Appeals applied *Ford* to facts in some ways stronger than those in *Ford* itself. Petitioner's contrary argument depends on omitting from its brief the features of the record that make this case different from *Myers* and the amended opinion in *Ethridge*.

1. *Ford* controls, and it controls in respondent's favor. *Ford* teaches that specific jurisdiction turns on whether the defendant "systematically served a market in [the forum] for the very [product] that the plaintiffs allege[d] malfunctioned and injured them in those States." 592 U.S. at 365. The analysis does not require causation—the plaintiff need not show that the specific product was first sold, first designed, or first manufactured in the forum. *Id.* at 362, 366. It asks whether the defendant served a market for that product there and whether the plaintiff was injured by that product there.

Here, Petitioner admittedly purposefully availed itself of the privilege of doing business in Minnesota. Pet. App. 7a. And the decision below found that petitioner served a Minnesota market for its 18650 batteries sufficient to "relate to" respondent's injury to impose jurisdiction. Petitioner made direct sales and shipments into the State numbering in the millions of batteries, over a period spanning respondent's purchase and injury. Pet. App. 10a-11a. Respondent, a Minnesota resident, was injured by that same type of battery, branded with Samsung's name, in Minnesota. Pet. App. 4a, 39a. Where Ford served the forum market through advertising, 592 U.S. at 365, petitioner served Minnesota through millions of products shipped and

sold directly to the forum, a formal contractual relationship that *contemplated* downstream consumer resale, and selected Minnesota law and Minnesota courts (requiring the very Minnesota county where this action was filed) to govern any disputes about its 18650 batteries. Pet. App. 14a, 34a. Additionally, in *Ford*, the vehicles were first sold outside the forums, and only later relocations and resales brought the defective product to the forums. 592 U.S. at 357, 366. Here, buttressing the relationship between the forum and the litigation, respondent purchased the very battery that caused the explosion *within* the forum. Pet. App. 4a.

This relationship—petitioner directly selling and shipping 18650s to the forum, agreeing to be bound by Minnesota's forum and Minnesota law regarding its 18650s, allowing personal and household resale, and a forum resident purchasing and suffering injury due to petitioner's 18650 in the forum—is the very "relationship among the defendant, the forum, and the litigation" that is the "essential foundation of specific jurisdiction." *Ford*, 592 U.S. at 365 (cleaned up).

2. Petitioner's "structured conduct" theme does not survive contact with this record. Far from structuring its conduct to avoid Minnesota, petitioner *admitted* purposeful availment of the privileges and benefits of doing business in Minnesota. Pet. App. 7a. The core of petitioner's argument—drawn from the Seventh Circuit's *Myers* decision and the Fifth Circuit's rehearing opinion in *Ethridge*—is that a defendant that "structures" its primary conduct to avoid a State's consumer market should not be subject to that State's courts. Pet. 13-17, 23-24. *Ford* does recognize structuring as a relevant consideration to "lessen or avoid exposure to a *given State's* courts." 592 U.S. at 360 (emphasis added). But

structuring is a factual showing—and the relevant frame is the forum State as a whole, not slices of it.

The *Myers* court made much of the defendant's policing of its distribution, including that purchase applications were reviewed, and applications disclosing "ties to the e-cigarette industry" were rejected. 143 F.4th at 763. The amended *Ethridge* opinion similarly credited the defendant's "'great lengths'" to prevent consumer purchases. 163 F.4th at 139. Whatever one makes of those courts' willingness to credit the described measures as conclusive—and *Ethridge* itself was wary of establishing a "baseline"—the record here is categorically different. *Ibid.* Instead, petitioner knew through its own internal investigations and other confidential evidence that its 18650 cells were being sold at American vape shops by 2016. Pet. App. 11a. Despite that knowledge, petitioner kept shipping millions of cells into Minnesota without warnings or changes to its business model. And the supplier contract governing some of those shipments contained an express, *household* and *personal* resale clause. *Id.* at 14a.

A defendant that knows its product is being resold to consumers, keeps the shipments coming, and writes a contract anticipating that very outcome has not "structured" its conduct to avoid the forum. It has chosen the forum.

3. Petitioner's forum-selection and choice-of-law clauses are decisive—and petitioner ignores them. Petitioner's brief lacks any acknowledgment that its Minnesota 18650 supplier contracts contain Minnesota choice-of-law clauses and Minnesota forum-selection clauses. Pet. App. 14a. This is a striking omission. Petitioner affirmatively selected Minnesota law to govern its sales *of 18650 batteries*. It selected Minnesota courts to resolve disputes arising from

those sales. Its own contract said the goods could be resold to consumers.

This is the same issue seen in the amicus brief of the Washington Legal Foundation. It wholly ignores the very facts the Minnesota Court of Appeals relied upon to find jurisdiction in this matter. Despite trying to cast this case as one involving "jailbreakers and sellers of a defective Frankenstein product," (WLF Amicus Br. 1), WLF omits citation to any part of the record supporting those accusations, and wholly ignores the jurisdiction-supporting facts described above.[4] Petitioner similarly has no record evidence of these claims. See, e.g., Pet. App. 10a, n.9, (noting petitioner submitted no evidence the batteries were "inaccessible").

This Court has long treated forum-selection provisions, when freely negotiated, as "not unreasonable and unjust" in the due-process analysis. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472 n.14 (1985). The Sixth Circuit relied on the same kind of contractual evidence to find purposeful availment and sufficient relation in *Sullivan*, 79 F.4th at 671, 673. No case petitioner cites involved a defendant that had contractually picked the forum State's law and courts and then claimed surprise at being haled into those courts regarding an injury caused by the very same type of product it directly distributed to that State.

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[4] By expressly agreeing to resale for "personal, family, or household use," individual consumer use is both contemplated and authorized by petitioner. Nor does the record support WLF's rhetorical framing—a battery, whether inside of a battery pack or out, is the same cell, in the same physical state, intended for the same purpose: powering other products. 18650 batteries are commodity items and the record evidence is far from clear regarding even the sealed nature of the purported battery packs. Pet. App. 10a, n.8.

Petitioner's cases are not, in the end, "materially indistinguishable" from this one.

4. Petitioner's attempt to sub-divide forums into various, innumerable market segments for purposes of personal jurisdiction conflicts with this Court's precedent. At its most basic, petitioner urges the Court to require a market-segment-by-market-segment jurisdictional inquiry that credits the defendant's product intentions over its actual forum contacts.[5] Pet. 24-25. But these supposed intentions are often non-public or unknown, require considerable jurisdictional discovery to uncover (including much of the confidential record here), and petitioner essentially asks the Court to constitutionalize a "no-foreseeable-misuse" rule that conflicts with the many states that permit product liability for not only intended but *reasonably foreseeable misuse*, including Minnesota. See, e.g., *Bilotta v. Kelley Co.*, 346 N.W.2d 616, 621 (Minn. 1984) (manufacturers owe a duty "when the product is used in the manner for which the product was intended, *as well as an unintended yet reasonably foreseeable use*.") (emphasis added). In *Ford* itself, the plaintiff's actions may have been "unintended" from Ford's standpoint—as the vehicles were neither designed, manufactured, nor sold in the forum, and only "later resales and relocations by consumers" brought the vehicles to the forum. 592 U.S. at 356-57. Nevertheless, they were

[5] Similarly, WLF's proposed "knowing causation" test (knowing distribution plus intended use), far from necessitating review, would be *satisfied* here. Petitioner knowingly caused and directed distribution of 18650s to Minnesota, knew its cells were being resold for vape use as early as 2016, and contractually acknowledged downstream resale for personal, family, or household use—making consumer use an *intended* use within the meaning of WLF's proposed rule. Pet. App. 10a-11a, 14a, 17a.

foreseeable—even where a plaintiff recently moved to the forum and had not considered any of Ford's activities in the forum, it would "make no difference" to the finding in support of jurisdiction. *Id.* at 367 n.5.

Petitioner's approach also ignores this Court's repeated formulation that "when evaluating state court jurisdiction under the Fourteenth Amendment, we have emphasized that personal jurisdiction requires a sovereign-by-sovereign analysis." *Fuld v. Palestine Liberation Org.*, 606 U.S. 1, 16 (2025) (cleaned up), citing and quoting *J. McIntyre Mach. Ltd. v. Nicastro*, 564 U.S. 873, 884 (2011) (analysis is "forum-by-forum, or sovereign-by-sovereign" and analyzes whether a defendant followed a "course of conduct directed at the society or economy *existing within the jurisdiction of a given sovereign*") (emphasis added).

Petitioner's market-segmentation theory cannot be squared with its own concession of purposeful availment in Minnesota. Pet. 24. Where, as here, a defendant has availed itself of the forum, the relatedness inquiry evaluates the defendant's forum contacts as a whole—not parsed into a defendant-preferred slice. *Ford* evaluated the "veritable truck-load of contacts" with the forum as a whole. 592 U.S. at 371. Those included advertisements and vehicles offered for sale (*beyond* merely the models at issue), and efforts at maintenance and repair, to determine whether the accidents at issue sufficiently related to those whole-forum contacts. *Id.* at 365. *Ford* further stressed this whole-forum approach by offering a counterfactual in which Ford marketed the specific models in "only a different State or region"—i.e., comparing an in-forum accident with hypothetical contacts with a *different forum* from the one at issue. *Ibid*. This application of a forum-by-forum analysis is

one petitioner ignores, but the Court should not. Indeed, the "essential foundation" of specific jurisdiction is the "relationship among the defendant, *the forum*, and the litigation"—not parts or slices of that forum. *Id.* at 365-66 (cleaned up, emphasis added).

Nor does petitioner's authority from the First Circuit support this market splicing. In *Cappello v. Rest. Depot, LLC*, 89 F.4th 238, 242 (1st Cir. 2023), neither defendant shipped *any* product directly into New Hampshire, nor did they contract with New Hampshire entities to ship millions of the same product injuring the plaintiff, with an agreement that such products may be freely resold in the forum and beyond. Instead, the case concerned "the wholesale distribution of lettuce to a non-forum state," with the plaintiff injured in that non-forum state and only later traveling, and becoming ill, in the forum. *Id.* at 246. The defendant "did not cultivate a market for its food products in the forum state or have the product malfunction there." *Ibid.* That greatly differs from the instant record.

5. Petitioner's reliance on *Walden* and *Bristol-Myers Squibb* is misplaced. Petitioner invokes *Walden v. Fiore* for the proposition that an in-forum injury is "not a silver bullet." Pet. 25 (discussing 571 U.S. 277 (2014)). That is true and irrelevant. The decision below did not rest on injury location alone. It rested on the combination of direct shipments, pre-injury knowledge, contractual acknowledgment, and chosen forum, which *also* dovetailed with the state of purchase and the state of injury. Those are "contacts that the defendant [itself] create[d] with the forum," *Walden*, 571 U.S. at 277, 284—not the "unilateral activity" of third parties. *Id.* at 291. Combined with petitioner's concession of purposeful availment, those petitioner-

created contacts regarding its 18650 batteries are more than sufficient to support specific jurisdiction.

Bristol-Myers Squibb Co. v. Superior Ct., 582 U.S. 255 (2017), is further afield. The Court there declined to exercise specific jurisdiction over claims by out-of-state plaintiffs who were injured out of state—essentially non-residents trying to piggyback jurisdiction on forum sales to others. *Id.* at 259 ("The nonresident plaintiffs did not allege that they obtained Plavix through California physicians or from any other California source; nor did they claim that they were injured by Plavix or were treated for their injuries in California"). This case has none of those features. Respondent is a Minnesota resident. He bought the battery at a Minnesota retailer. He was injured in Minnesota. And petitioner, beyond merely having "regularly occurring sales" in the State, *id.* at 264, is tied to Minnesota through years of direct shipments under Minnesota-specific contracts that expressly contemplated consumer resale. The case at bar is much closer to the alternative offered in *Bristol-Myers Squibb*, that "the plaintiffs who are residents of a particular State . . . could probably sue together in their home States." 582 U.S. at 268. That is precisely what respondent did here. Far from the "loose and spurious general jurisdiction" petitioner invokes, this case instead involves a tightly focused example of specific jurisdiction grounded in petitioner's own forum contacts, with suit filed in the state of purchase, injury, and treatment by a forum resident.

6. Petitioner's, and amici's, policy concerns prove too much. The brief warns that affirmance will transform specific jurisdiction into "anything goes," chill foreign investment, and encourage forum shopping. Pet. 26-30. None of those concerns follows from the decision below.

The Minnesota Court of Appeals did not announce an "anything goes" rule. It held that on *this* record, specific jurisdiction is proper. A foreign manufacturer with none of petitioner's forum-specific contacts who simply allows its products to reach a State through genuinely unilateral third-party activity is nothing like the record and decision below.

The international-comity discussion (Pet. 28-30) rests on the same mischaracterization. There is nothing destabilizing about holding a foreign manufacturer to account in the State whose law and courts it chose. A foreign company that *contractually selects* a U.S. State's law and courts has surrendered any colorable comity-based complaint about being sued—particularly when that suit is over the very type of product the contract concerned, in the State whose courts the contract chose.

And finally, the concern about forum shopping fails to match this case. Respondent is a Minnesota resident. He purchased one of petitioner's Samsung-branded 18650 batteries at a Minnesota retailer. That battery exploded in Minnesota, caused injury there, and caused respondent to seek medical treatment there. Respondent filed suit against the product manufacturer (petitioner) and the product retailer who sold him the allegedly dangerous product. This is not forum shopping. Instead, this is a home-state plaintiff filing suit against the allegedly responsible entities for injuries in his home State.

CONCLUSION

For the foregoing reasons, the Court should deny the petition.

Respectfully submitted,

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