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Attorneys for Defendant
LG Energy Solution Michigan, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

STEPHEN J. CHARLTON, PhD,
individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

LG ENERGY SOLUTION
MICHIGAN, INC., and DOES 1-50,

Defendants.

CASE NO. **'21CV2142 CAB JLB**

**DEFENDANT LG ENERGY
SOLUTION MICHIGAN, INC.'S
NOTICE OF REMOVAL OF
ACTION TO FEDERAL COURT**

[28 U.S.C. §§ 1332, 1441, 1446, 1447,
1453]

[San Diego Superior Court Case No.
37-2021-00048178-CU-MC-CTL]

NOTICE OF REMOVAL

1 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

2 PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332, 1441, 1446,
3 1447 and 1453, defendant LG Energy Solution Michigan, Inc. (“ESMI”) hereby
4 removes the above-captioned action, presently pending in the Superior Court of the
5 State of California for the County of San Diego as Case No. 37-2021-00048178-
6 CU-MC-CTL, to the United States District Court for the Southern District of
7 California (“District Court”). As grounds for removal to this Court, ESMI states as
8 follows:

9 **FACTUAL BACKGROUND**

10 1. On November 12, 2021, plaintiff Stephen J. Charlton (“Charlton”)
11 filed this action in the Superior Court of the State of California for the County of
12 San Diego and titled it *Stephen J. Charlton, PhD, individually, and on behalf of all*
13 *others similarly situated v. LG Energy Solution Michigan, Inc., and Does 1-50*,
14 Case No. 37-2021-00048178-CU-MC-CTL. A true and correct copy of Charlton’s
15 Complaint (“Complaint”) is attached hereto as Exhibit A.

16 2. In the Complaint, Charlton claims that ESMI misrepresented the
17 benefits of LG Residential Energy Storage Unit (“RESU”) batteries that it sold to
18 thousands of consumers in California. (Compl. ¶¶ 10-13.) Specifically, Charlton
19 alleges that ESMI markets its RESU batteries as providing “energy storage and
20 backup power for homes” (*Id.* ¶ 10), but it is Charlton’s contention that the battery
21 storage systems “do not work as represented” (*Id.* ¶ 13).

22 3. On November 16, 2021, Charlton filed a copy of the summons on
23 ESMI. The Court signed the Summons the next day on November 17, 2021.
24 Charlton served the Summons and Complaint on ESMI on December 3, 2021.
25 Copies of the Summons and other remaining documents filed in the Superior Court
26 are attached hereto as Exhibit B and C, respectively.

27 4. This Notice of Removal is timely under 28 U.S.C. § 1446(b) because it
28 is filed within 30 days after ESMI first could have ascertained that the case is or has

NOTICE OF REMOVAL

1 become removable.

2 5. This Court is the appropriate court to which the action must be
3 removed because Charlton filed this action in San Diego, California. *See* 28 U.S.C.
4 § 1446(a).

5 6. A copy of this Notice of Removal will be filed contemporaneously
6 with the Clerk of the Superior Court of the State of California for the County of San
7 Diego, and will be served contemporaneously on all counsel of record, as required
8 by 28 U.S.C. § 1446(d).

9 **JURISDICTION**

10 **JURISDICTION EXISTS PURSUANT TO CLASS ACTION FAIRNESS** 11 **ACT (“CAFA”), 28 U.S.C. § 1332(d)(2)**

12 7. This action is within the original jurisdiction of this Court pursuant to
13 the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), and removal is
14 therefore proper. A federal court has “original jurisdiction of any civil action in
15 which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive
16 of interest and costs, and is a class action in which — (A) any member of a class of
17 plaintiffs is a citizen of a State different from any defendant[.]” 28 U.S.C. §
18 1332(d)(2)(A). Additionally, the number of members of all proposed plaintiff
19 classes in the aggregate cannot be less than one hundred. 28 U.S.C. §
20 1332(d)(5)(B). Therefore, a state court class action may be removed (1) if any
21 member of the class of plaintiffs is a citizen of a state different from any defendant,
22 (2) the number of members of all proposed plaintiff classes in the aggregate is not
23 less than one hundred, and (3) the matter in controversy exceeds the sum of \$5
24 million, exclusive of interest and costs. *See* 28 U.S.C. § 1441(a) (“[A]ny civil
25 action brought in a State Court of which the district courts of the United States have
26 original jurisdiction, may be removed by the defendant[.]”). Each of these three
27 requirements is satisfied here.
28

Requirement No. 1: A Plaintiff Is a Citizen of a State Different than ESMI.

8. The minimal diversity requirement under CAFA is satisfied where “any member of a class of plaintiffs is a citizen of a State different from any defendant[.]” 28 U.S.C. § 1332(d)(2)(A).

9. Charlton is a citizen of the State of California. (Compl. ¶ 3.)

10. ESMI is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in the State of Michigan. (Decl. of Joo Seok Lee in Supp. of Removal ¶ 3). Therefore, ESMI is a citizen of Delaware and Michigan. 28 U.S.C. § 1332(c)(1).

11. Accordingly, at least one member of the putative Class is a citizen of a different state from at least one defendant, and the diversity requirement of 28 U.S.C. § 1332(d)(2)(A) is satisfied.

Requirement No. 2: The Number of Members of All Proposed Plaintiff Classes in the Aggregate Is Not Less Than One Hundred.

12. The numerosity requirement of 28 U.S.C. § 1332(d)(5)(B) is met because Charlton alleges that the total number of Class members is in the “thousands[.]” (Compl. ¶ 13.)

Requirement No. 3: The Amount In Controversy Exceeds \$5,000,000.

13. A court assessing whether CAFA’s amount in controversy requirement is satisfied must first look to the allegations of the complaint. *See Guglielmino v. McKee Foods Corp.*, 506 F.3d 696, 699–700 (9th Cir. 2007). Where the allegations of the complaint make clear that the amount in controversy exceeds \$5 million, removal is appropriate. *Id.* at 699 (“[W]hen a complaint filed in state court alleges on its face an amount in controversy sufficient to meet the federal jurisdictional threshold, such requirement is presumptively satisfied unless it appears to a ‘legal certainty’ that the plaintiff cannot actually recover that amount.”) (citation omitted).

14. Where, on the other hand, the amount in controversy is not clearly established from the allegations of the complaint, the removing party need only

1 establish by a preponderance of the evidence that the amount in controversy
2 exceeds \$5 million, exclusive of interests and costs. *Guglielmino*, 506 F.3d at 699.
3 This means that the “defendant must provide evidence establishing that it is ‘more
4 likely than not’ that the amount in controversy exceeds that amount.” *Id.* (citation
5 omitted); *see also Singer v. State Farm Mut. Auto Ins. Co.*, 116 F.3d 373, 376 (9th
6 Cir. 1997). This burden is “not daunting,” as a removing defendant is not obligated
7 to “research, state, and prove the plaintiff’s claim for damages.” *Korn v. Polo Ralph
8 Lauren Corp.*, 536 F. Supp. 2d 1199, 1205 (E.D. Cal. 2008).

9 15. The assessment of the amount in controversy is “not a prospective
10 assessment of the defendant’s liability,” but “simply an estimate of the total amount
11 in dispute.” *Lewis v. Verizon Comm., Inc.*, 627 F.3d 395, 400 (9th Cir. 2010). *See*
12 *also Brill v. Countrywide Home Loans, Inc.*, 427 F.3d 446, 448 (7th Cir. 2005)
13 (“That the plaintiff may fail in its proof, and the judgment be less than the threshold
14 (indeed, a good chance that the plaintiff will fail and the judgment will be zero)
15 does not prevent removal.”).

16 16. In estimating the total amount in dispute, the claims of all individual
17 class members are aggregated to determine whether the amount in controversy is
18 met. 28 U.S.C. § 1332(d)(6). Courts also take into account an estimate of the
19 potential punitive damage and attorneys’ fees to be incurred by the plaintiffs.
20 *Greene v. Harley-Davidson, Inc.*, 965 F.3d 767, 772 (9th Cir. 2020) (“[A]
21 defendant satisfies the amount-in-controversy requirement under CAFA if it is
22 reasonably possible that it may be liable for the proffered punitive damages
23 amount”); *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998)
24 (“[W]here an underlying statute authorizes an award of attorneys’ fees, either with
25 mandatory or discretionary language, such fees may be included in the amount in
26 controversy.”); *see also Guglielmino*, 506 F.3d at 698, 700 (affirming district
27 court’s inclusion of both punitive damages (conservatively estimated at a 1:1 ratio
28 to economic damages) and attorneys’ fees (conservatively estimated at 12.5% of

1 economic damages) in its calculation of amount in controversy).

2 17. Here, while ESMI disputes Charlton's claims, the allegations of
3 Charlton's Complaint alone make clear that the amount in controversy is in excess
4 of \$5 million. In the Complaint, Charlton purports to bring suit on behalf of
5 Californians who purchased RESU batteries in the three years before his October 6,
6 2021 letter to ESMI. (Compl. ¶¶ 9-13.) According to Charlton, this putative Class
7 numbers in the "thousands[.]" (*Id.* ¶ 13.)

8 18. Through the Complaint, Charlton alleges that consumers would not
9 have purchased the RESU batteries had they known the truth. (Compl. ¶ 12.) As a
10 result, Charlton seeks, *inter alia*, "full refund of the battery purchase price, and a
11 full refund of the cost of the inverter" to "each of these consumers[.]" (Compl.,
12 Prayer for Relief ¶ 2(c).) Charlton alleges that these RESU batteries cost "several
13 thousands of dollars each." (Compl. ¶ 12.). In addition, for the purposes of
14 determining whether the \$5 million threshold is established in support of removal,
15 the amount in controversy would be increased due to Charlton's claim for alleged
16 punitive damages. (*Id.*, Prayer for Relief ¶ 5); *see Greene*, 965 F.3d at 772 (holding
17 defendant met its amount-in-controversy burden by "citing four cases where juries
18 had awarded punitive damages at ratios higher than 1:1 for claims based on the
19 CLRA"). Finally, the amount in controversy put at issue for the purposes of this
20 Notice of Removal is further increased by the substantial attorneys' fees Charlton
21 avers (Compl., Prayer for Relief at ¶ 3) would likely be incurred in litigating a
22 complex case of this magnitude through trial or other resolution. *See Galt*, 142 F.3d
23 at 1156; *Guglielmino*, 506 F.3d at 698, 700.

24 19. Moreover, even if the Complaint standing alone did not conclusively
25 establish that the amount in controversy requirement is met, and a "preponderance
26 of the evidence" standard does apply, the evidence submitted by ESMI concurrently
27 with this Notice of Removal is sufficient to meet such a standard. That evidence
28 establishes that ESMI's total sales of batteries in the State of California over the last

1 three years—the “Class Period” identified in Charlton’s Complaint—exceed \$5
2 million. (Decl. of Joo Seok Lee, filed concurrently herewith ¶ 4.)

3 20. Given Charlton’s demand for a full refund of the purchase price, such
4 evidence of total sales is more than sufficient to satisfy the preponderance of the
5 evidence standard, even before taking into account Charlton’s request for punitive
6 damages. *See, e.g., Lewis*, 627 F.3d at 397–401 (amount in controversy requirement
7 established where defendant’s declaration stated that total billings for third party
8 services exceeded \$5 million); *Watkins v. Vital Pharm.*, 720 F.3d 1179, 1181 (9th
9 Cir. 2013) (amount in controversy requirement established where defendant’s
10 declaration stated that total sales of protein bars alleged to have been falsely labeled
11 as having no impact on blood sugar exceeded \$5 million).¹

12 21. Accordingly, while the allegations in the Complaint itself established
13 the amount in controversy requirement of 28 U.S.C. § 1332(d), the further evidence
14 proffered herewith is more than sufficient to also meet the preponderance of the
15 evidence standard for the amount in controversy requirement of 28 U.S.C. §
16 1332(d).

17 **WHEREFORE**, ESMI respectfully removes this action from the Superior
18 Court of the State of California for the County of San Diego, Case No. 37-2021-
19 00048178 CU-MC-CTL, to the United States District Court, Southern District of
20 California. ESMI further prays that: (1) this Court proceed in this action pursuant to
21 28 U.S.C. § 1447 as if this action had been originally been filed in this Court, and
22 (2) that further proceedings in the state court action be stayed in all respects.
23

24 ¹ After accounting for potential punitive damages at the rate of 1:1, which has been applied by
25 other courts, the potential amount in controversy for purposes of assessing CAFA jurisdiction is
26 far more than the threshold \$5 million amount. In addition, Charlton further requests an award of
27 his attorneys’ fees incurred in connection with the action (Compl., Prayer for Relief ¶ 3), and
28 seeks damages associated with the costs of inverters associated with the putative class members’
individual systems (Compl., Prayer for Relief ¶ 2(c)), both amounts which ESMI has not
presently ascertained but which when considered further confirm that the amount in controversy
requirement is satisfied here.

1 Dated: December 29, 2021

McDERMOTT WILL & EMERY LLP

2
3 By: /s/ Jason D. Strabo
4 Jason D. Strabo

5 *Attorney for Defendant*
6 *LG Energy Solution Michigan, Inc.*
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McDERMOTT WILL & EMERY LLP
ATTORNEYS AT LAW
LOS ANGELES

NOTICE OF REMOVAL

EXHIBIT A

1 **MICHAEL A. CONGER, ESQUIRE** (State Bar No. 147882)
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4 **Mailing:** P.O. Box 9374
5 Rancho Santa Fe, California 92067
6 Telephone: (858) 759-0200
7 Facsimile: (858) 759-1906

8 Attorney for Plaintiff Stephen J. Charlton, PhD
9 individually, and on behalf of all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**

12 STEPHEN J. CHARLTON, PhD, individually, and)	CASE NO:
13 on behalf of all others similarly situated,)	
14 Plaintiff,)	
15 v.)	CLASS ACTION COMPLAINT FOR
16 LG ENERGY SOLUTION MICHIGAN, INC., and)	VIOLATIONS OF THE CONSUMER
17 DOES 1-50,)	LEGAL REMEDIES ACT AND
18 Defendants.)	UNFAIR COMPETITION

19 **THIS IS A CLASS ACTION LAWSUIT.**

20 1. This is a class action lawsuit brought by the plaintiff Stephen J. Charlton, PhD
21 (plaintiff or Charlton). The plaintiff bring this suit on his own behalf and for all those others
22 similarly situated.

23 2. This class action is brought pursuant to section 1781 of the Civil Code and section
24 382 of the California Code of Civil Procedure. The monetary damages sought by the plaintiff,
25 both individually and on behalf of the class, exceed the minimum jurisdictional limits of the
26 Superior Court.

27 3. Venue is proper in San Diego because the defendants sold the solar battery at
28 issue to Charlton for his home in San Diego.

4. Defendant LG ENERGY SOLUTION MICHIGAN, INC. (LGESMI) is a

1 corporation doing business in San Diego, California and other parts of California.

2 5. The true names or capacities, whether individual, corporate, associate, or
3 otherwise, of defendants DOES 1 to 50, inclusive, are unknown to plaintiff, who therefore sue
4 said defendants by such fictitious names.

5 6. Plaintiff is informed and believes and thereon alleges that the defendants
6 designated herein as a DOES are responsible in some manner for the events and happenings
7 herein referred to, and caused injury and damages proximately thereby to plaintiff as herein
8 alleged. Plaintiff will seek leave of court to amend this complaint to set forth the true names and
9 capacities of such named defendants when their identities become known to him.

10 7. Plaintiff is informed and believes and thereon alleges that each defendant named
11 in this action, including DOE defendants, at all relevant times, was the agent, ostensible agent,
12 servant, employee, representative, assistant, joint venturer, and/or co-conspirator of each of the
13 other defendants, and was at all times acting within the course and scope of his, her, or its
14 authority as agent, ostensible agent, servant, employee, representative, joint venturer, and/or
15 co-conspirator, and with the same authorization, consent, permission or ratification of each of the
16 other defendants.

17 **FIRST CAUSE OF ACTION FOR VIOLATIONS OF**
18 **THE CONSUMER LEGAL REMEDIES ACT**
19 **(Against LGESMI and Does 1-30)**

20 8. Charlton realleges all previous paragraphs as if again stated here.

21 9. Prior to filing this suit, Charlton fully complied with Civil Code section 1782 and
22 requested LGESMI to take corrective measures and agree to provide compensation to Charlton
23 and those similarly situated in California. LGESMI has refused to take such measures. The letters
24 sent by Charlton to LGESMI were sent on October 6, 2021, certified mail, return receipt
25 requested.

26 10. LGESMI and DOES 1-30 have marketed and sold LG RESU batteries in
27 California in the three years prior to October 6, 2021. These batteries were sold and marketed to
28 provide energy storage and backup power for homes.

11. The batteries are designed to pair with a home solar system and connect directly to a storage-ready solar inverter for charging and discharging. The defendants advertising these batteries stated that during the day, when the sun is high in the sky, home solar systems produce more electricity than the house needs. That stored solar energy can be used to power the home later in the evening, after the sun sets. This is marketed as “battery arbitrage.” The battery was also marketed to provide stored energy in the event of a power failure.

12. Charlton and all members of the class relied on defendants’ representations, and changed their position by purchasing LG battery systems at a cost of several thousands of dollars each.

13. Based on information and belief, in the three years before the date of this letter, defendants have sold battery storage systems that do not work as represented to thousands of Californians. These batteries are dangerous and several have caused fires and property damage. Because of these safety concerns most, if not all, of these batteries, have been taken out of service. Other batteries may be operating but pose a dangerous safety risk. Charlton and all similarly situated class members have therefore lost the benefit of their battery system purchase—namely the ability to (1) store energy during the day and then use that stored energy when electric companies charge the highest electricity rates later in the day, (2) use stored energy in the event of a power failure, and (3) to do so safely.

14. The California Consumers Legal Remedies Act (“CLRA”) prohibits a variety of specified unfair or deceptive acts “in a transaction intended to result or which results in the sale or lease of goods or services to any consumer.” The purpose of the CLRA is to protect consumers against these acts and “to provide efficient and economical procedures to secure such protection.” Civil Code section 1770 specifies unfair or deceptive practices and prohibits transactions undertaken by any person (or company) in a transaction intended to result or that results in the sale or lease of goods or services to any consumer. That law provides, in relevant part:

(a) The following unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or that results in the sale or lease of goods or services to any consumer are unlawful:

...

(5) Representing that goods or services have . . . characteristics, . . . uses, [or] benefits . . . that they do not have

(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another.

. . .

(16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not.

(17) Representing that the consumer will receive a[n] . . . economic benefit, if the earning of the benefit is contingent on an event to occur subsequent to the consummation of the transaction.

15. Civil Code section 1760 provides: “shall be liberally construed and applied to promote its underlying purposes, which are to protect consumers against unfair and deceptive business practices and to provide efficient and economical procedures to secure such protection.”

16. By representing that their batteries are safe for use in homes, and provide the ability to (1) store energy during the day and then use that stored energy when electric companies charge the highest rates, (2) use stored energy in the event of a power failure, and (3) to do so safely, when these representations are untrue, defendants have violated the CLRA.

17. Charlton will seek class certification pursuant to Civil Code section 1781, because (a) it is impracticable to bring all members of the class before the court, (b) the questions of law or fact common to the class are substantially similar and predominate over the questions affecting the individual members, (c) the claims or defenses of the representative plaintiff is typical of the claims or defenses of the class, and (d) Charlton will fairly and adequately protect the interests of the class. (Civ. Code, § 1781, subds. (b)(1)-(4)).

18. Charlton and all members of the class have been damaged by (1) loss of battery arbitrage during all or most of the summer months in 2021; (2) the inability to have stored energy available in the event of a power failure; and (3) concern that their homes may be susceptible from fire cause by defendants’ batteries. Alternatively, Charlton and the plaintiff class are entitled to damages pursuant to Civil Code section (a)(1). Finally, because some of the plaintiff class, including Charlton, is age 65 or over, they are entitled to an additional \$5,000 pursuant to

1 Civil Code section 1780, subdivision (b)(1).

2 19. Additionally, defendants should be ordered by the court to take the following
3 action:

- 4 a. Defendants must make reasonable efforts to identify all California
5 consumers similarly situated, i.e, who purchased LG solar batteries in the
6 past three years.
- 7 b. All consumers so identified must be notified that upon their request LG
8 shall make the appropriate correction, repair, replacement, or other remedy
9 of the goods and services.
- 10 c. Defendants must offer each of these consumers the option of either: (a) a
11 full refund of the battery purchase price, and a full refund of the cost of the
12 inverter, both with interest at ten percent from the date of purchase to the
13 date of refund; or (b) replacement of each LG battery with a battery that
14 will accomplish the objectives (of battery arbitrage and stored energy in
15 the event of a power failure) that LG represented. The choice of option
16 belongs to each consumer and each must be so notified.
- 17 d. Defendants must also compensate each class member for the lost battery
18 arbitrage and loss of power failure backup power until such time as one of
19 the options above is selected and the correction, repair, remedy and
20 corrective action actually occurs.
- 21 e. Defendants must cease from engaging in the methods, acts, and practices
22 specified above (i.e., violation of Civ. Code § 1770, subs. (a)(5), (7),
23 (16)-(17)).

24 20. Based on information and belief, the conduct of defendants, including LGESMI,
25 through its managing agents, was despicable and was carried on by them with willful and
26 conscious disregard for the rights of Charlton and the class. For example, LGESMI has admitted
27 that its batteries are defective and offered to replace some of them of these batteries. However,
28 based on information and belief, LGESMI has not done so for a period of approximately one

1 year, claiming the inability to obtain adequate replacement component parts, while at the same
 2 time selling new, non-defective batteries to new customers. The defendants were aware of the
 3 probable dangerous consequences of their conduct and willfully and deliberately failed to avoid
 4 those consequences. This conduct constitutes malice, oppression and fraud such that the plaintiff
 5 is entitled pursuant to California Civil Code section 3294 to recover punitive damages in an
 6 amount sufficient to punish and set an example of these defendants.

7
 8 **SECOND CAUSE OF ACTION FOR VIOLATION OF**
 9 **BUSINESS AND PROFESSIONS CODE SECTION 17200, ET SEQ.**

10 **(Against LGESMI and Does 31-50)**

11 21. Charlton realleges all previous paragraphs as if again stated here.

12 22. By engaging in the conduct specified above, the defendants have violated
 13 Business and Professions Code section 17200 because they have engaged in unfair business acts
 14 and practices, unlawful business acts and practices, and unfair, deceptive, untrue or misleading
 15 advertising in the four years before this complaint was filed.

16 23. As a result of defendants' conduct, these business acts and practices have resulted
 17 in ill-gotten gains, including plaintiff's money and property, and the money of the class, in the
 18 four years before this complaint was filed.

19 24. Charlton, on behalf of himself and those similarly situated, seeks to enjoin
 20 defendants from any further violations and to restore money which may have been acquired by
 21 means of the unfair competition.

22 25. Charlton will seek class certification pursuant to Civil Code section 382, because
 23 (a) it is impracticable to bring all members of the class before the court and use of the class
 24 vehicle will result in substantial benefit to the litigants and the court, (b) the questions of law or
 25 fact common to the class are substantially similar and predominate over the questions affecting
 26 the individual members, (c) the claims or defenses of the representative plaintiff is typical of the
 27 claims or defenses of the class, and (d) Charlton will fairly and adequately protect the interests of
 28 the class.

1 WHEREFORE, plaintiff prays for judgment against defendants as follows:

- 2 1. For compensatory damages on the first cause of action;
- 3 2. That the court order the following additional relief:
 - 4 a. Defendants must make reasonable efforts to identify all California
 - 5 consumers similarly situated, i.e., who purchased LG solar batteries in the
 - 6 past three years.
 - 7 b. All consumers so identified must be notified that upon their request LG
 - 8 shall make the appropriate correction, repair, replacement, or other remedy
 - 9 of the goods and services.
 - 10 c. Defendants must offer each of these consumers the option of either: (a) a
 - 11 full refund of the battery purchase price, and a full refund of the cost of the
 - 12 inverter, both with interest at ten percent from the date of purchase to the
 - 13 date of refund; or (b) replacement of each LG battery with a battery that
 - 14 will accomplish the objectives (of battery arbitrage and stored energy in
 - 15 the event of a power failure) that LG represented. The choice of option
 - 16 belongs to each consumer and each must be so notified.
 - 17 d. Defendants must also compensate each class member for the lost battery
 - 18 arbitrage and loss of power failure backup power until such time as one of
 - 19 the options above is selected and the correction, repair, remedy and
 - 20 corrective action actually occurs.
 - 21 e. Defendants must cease from engaging in the methods, acts, and practices
 - 22 specified above (i.e., violation of Civ. Code § 1770, subs. (a)(5), (7),
 - 23 (16)-(17)).
- 24 3. For attorney fees;
- 25 4. For injunctive relief on both causes of action;
- 26 5. For punitive damages on the first cause of action;
- 27 6. For costs of suit; and
- 28 7. For such other and further relief as the court deems just and proper.

1 Dated: November 12, 2021

LAW OFFICE OF MICHAEL A. CONGER

2
3 By:



4 Michael A. Conger
5 Attorney for Stephen J. Charlton, PhD, both
6 individually and on behalf of those similarly
7 situated

8 Jury trial demanded.
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EXHIBIT B

SUM-100

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

LG ENERGY SOLUTION MICHIGAN, INC., AND DOES 1-50

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

STEPHEN J. CHARLTON, PhD, individually, and on behalf of all others similarly situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

County of San Diego, 330 W. Broadway, San Diego, CA 92101

CASE NUMBER: (Número del Caso):

37-2021-00048178-CU-MC-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Michael A. Conger, PO Box 9374, 16236 San Dieguito Rd., Ste. 4-14, Rancho Santa Fe, CA 92067

DATE:
(Fecha)

Clerk, by
(Secretario)

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

EXHIBIT C

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Michael A. Conger (State Bar No. 147882) Law Office of Michael A. Conger P.O. Box 9374, Rancho Santa Fe, CA 92067		FOR COURT USE ONLY	
TELEPHONE NO.: (858) 759-0200 FAX NO.: (858) 759-1906 ATTORNEY FOR (Name): Stephen J. Charlton, PhD.			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 330 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central			
CASE NAME: Stephen J. Charlton v. LG Energy Solution Michigan, Inc.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: JUDGE: DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (<i>not specified above</i>) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (*specify*): **Two**
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: November 12, 2021
 Michael A. Conger

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

1 **MICHAEL A. CONGER, ESQUIRE (State Bar No. 147882)**
2 **LAW OFFICE OF MICHAEL A. CONGER**
3 16236 San Dieguito Road, Suite 4-14
4 **Mailing:** P.O. Box 9374
5 Rancho Santa Fe, California 92067
6 Telephone: (858) 759-0200
7 Facsimile: (858) 759-1906

8 Attorney for Plaintiff Stephen J. Charlton, PhD
9 individually, and on behalf of all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**

12 STEPHEN J. CHARLTON, PhD, individually, and)
13 on behalf of all others similarly situated,)

14 Plaintiff,)

15 v.)

16 LG ENERGY SOLUTION MICHIGAN, INC., and)
17 DOES 1-50,)

18 Defendants.)
19 _____)

CASE NO:

AFFIDAVIT OF VENUE
[Civil Code Section 1780, subd. (d)]

20 I, Stephen J. Charlton, PhD, declare:

21 1. I am the plaintiff in this case. I make the following statements on my own
22 personal knowledge.

23 2. I purchased a solar storage battery system manufactured by LG. Based on a letter
24 dated November 4, 2021 from LG Energy Solution Michigan, Inc. (LGESMI), it is the
25 responsible corporate entity for this battery system.

26 3. The battery was and is installed in my home in San Diego County. The entire
27 transaction for the advertising of, sale and installation of the LG battery system occurred in San
28 Diego County.

///

///

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed this 11th day of November, 2021, at Rancho Santa Fe, California.

4
5 
6 _____
7 Stephen J. Charlton, PhD
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

STREET ADDRESS: 330 W Broadway
 MAILING ADDRESS: 330 W Broadway
 CITY AND ZIP CODE: San Diego, CA 92101-3827
 DIVISION: Central
 TELEPHONE NUMBER: (619) 450-7067

PLAINTIFF(S) / PETITIONER(S): Stephen J Charlton PhD

DEFENDANT(S) / RESPONDENT(S): LG Energy Solution Michigan Inc

CHARLTON PHD VS LG ENERGY SOLUTION MICHIGAN INC [IMAGED]

**NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE
(CIVIL)**

CASE NUMBER:

37-2021-00048178-CU-MC-CTL

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: Eddie C Sturgeon

Department: C-67

COMPLAINT/PETITION FILED: 11/12/2021

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	06/03/2022	10:30 am	C-67	Eddie C Sturgeon

Due to the COVID-19 pandemic, all Case Management Conferences (CMCs) are being conducted virtually unless there is a court order stating otherwise. Prior to the hearing date, visit the "virtual hearings" page for the most current instructions on how to appear for the applicable case-type/department on the court's website at www.sdcourt.ca.gov.

A Case Management Statement (JC Form #CM-110) must be completed by counsel for all parties and by all self-represented litigants and timely filed with the court at least 15 days prior to the initial CMC. (San Diego Superior Court (SDSC) Local Rules, rule 2.1.9; Cal. Rules of Court, rule 3.725).

All counsel of record and self-represented litigants must appear at the CMC, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of Alternative Dispute Resolution (ADR) options.

It is the duty of each plaintiff (and cross-complainant) to serve a copy of this Notice of Case Assignment and Case Management Conference (SDSC Form #CIV-721) with the complaint (and cross-complaint), the Alternative Dispute Resolution (ADR) Information Form (SDSC Form # CIV-730), a Stipulation to Use Alternative Dispute Resolution (ADR) (SDSC Form # CIV-359), and other documents on all parties to the action as set out in SDSC Local Rules, rule 2.1.5.

TIME FOR SERVICE AND RESPONSE: The following rules apply to civil cases except for collections cases under California Rules of Court, rule 3.740(a), unlawful detainer actions, proceedings under the Family Code, and other proceedings for which different service requirements are prescribed by law (Cal. Rules of Court, rule 3.110; SDSC Local Rules, rule 2.1.5):

- **Service:** The complaint must be served on all named defendants, and proof of service filed with the court within 60 days after filing the complaint. An amended complaint adding a defendant must be served on the added defendant and proof of service filed within 30 days after filing of the amended complaint. A cross-complaint against a party who has appeared in the action must be accompanied by proof of service on that party at the time it is filed. If it adds a new party, the cross-complaint must be served on all parties and proof of service on the new party must be filed within 30 days of the filing of the cross-complaint.
- **Defendant's appearance:** Unless a special appearance is made, each defendant served must generally appear (as defined in Code of Civ. Proc. § 1014) within 30 days of service of the complaint/cross-complaint.
- **Extensions:** The parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint (SDSC Local Rules, rule 2.1.6). If a party fails to serve and file pleadings as required under this rule, and has not obtained an order extending time to serve its pleadings, the court may issue an order to show cause why sanctions shall not be imposed.

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

COURT REPORTERS: Official Court Reporters are not normally available in civil matters, but may be requested in certain situations no later than 10 days before the hearing date. See SDSC Local Rules, rule 1.2.3 and Policy Regarding Normal Availability and Unavailability of Official Court Reporters (SDSC Form #ADM-317) for further information.

ALTERNATIVE DISPUTE RESOLUTION (ADR): The court discourages any unnecessary delay in civil actions; therefore, continuances are discouraged and timely resolution of all actions, including submitting to any form of ADR is encouraged. The court encourages and expects the parties to consider using ADR options prior to the CMC. The use of ADR will be discussed at the CMC. Prior to the CMC, parties stipulating to the ADR process may file the Stipulation to Use Alternative Dispute Resolution (SDSC Form #CIV-359).

NOTICE OF E-FILING REQUIREMENTS AND IMAGED DOCUMENTS

Effective April 15, 2021, e-filing is required for attorneys in represented cases in all limited and unlimited civil cases, pursuant to the San Diego Superior Court General Order: In Re Procedures Regarding Electronically Imaged Court Records, Electronic Filing and Access to Electronic Court Records in Civil and Probate Cases. Additionally, you are encouraged to review CIV-409 for a listing of documents that are not eligible for e-filing. E-filing is also encouraged, but not mandated, for self-represented litigants, unless otherwise ordered by the court. All e-filers are required to comply with the e-filing requirements set forth in Electronic Filing Requirements (Civil) (SDSC Form #CIV-409) and Cal. Rules of Court, rules 2.250-2.261.

All Civil cases are assigned to departments that are part of the court's "Imaging Program." This means that original documents filed with the court will be imaged, held for 30 days, and then destroyed, with the exception of those original documents the court is statutorily required to maintain. The electronic copy of the filed document(s) will be the official court record, pursuant to Government Code § 68150. Thus, original documents should not be attached to pleadings filed with the San Diego Superior Court, unless it is a document for which the law requires an original be filed. Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant, or petitioner to serve a copy of this Notice of Case Assignment and Case Management Conference (Civil) (SDSC Form #CIV-721) with the complaint, cross-complaint, or petition on all parties to the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "IMAGED FILE" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and may be found on the court's website at www.sdcourt.ca.gov.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W Broadway MAILING ADDRESS: 330 W Broadway CITY AND ZIP CODE: San Diego CA 92101-3827 BRANCH NAME: Central	<i>FOR COURT USE ONLY</i>
Short Title: Charlton PhD vs LG Energy Solution Michigan Inc [IMAGED]	
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 37-2021-00048178-CU-MC-CTL

San Diego Superior Court has reviewed the electronic filing described below. The fee assessed for processing and the filing status of each submitted document are also shown below.

Electronic Filing Summary Data

Electronically Submitted By: Michael Conger
 On Behalf of: Stephen Charlton PhD
 Transaction Number: 21169070
 Court Received Date: 11/12/2021
 Filed Date: 11/12/2021
 Filed Time: 09:08 AM
 Fee Amount Assessed: \$435.00
 Case Number: 37-2021-00048178-CU-MC-CTL
 Case Title: Charlton PhD vs LG Energy Solution Michigan Inc [IMAGED]
 Location: Central
 Case Type: Misc Complaints - Other
 Case Category: Civil - Unlimited
 Jurisdictional Amount: > 25000

Status

Documents Electronically Filed/Received

Accepted Complaint
 Accepted Civil Case Cover Sheet
 Accepted Affidavit - Other
 Rejected Original Summons

RejectReason 1: Other

Comments to submitter 1: All names and descriptors in Summons must match Complaint exactly.

Comments

Clerk's Comments:
Events Scheduled

Hearing(s)	Date	Time	Location	Department
Civil Case Management Conference	06/03/2022	10:30 AM	Central	C-67

Electronic Filing Service Provider Information

Service Provider: OneLegal
Email: support@onelegal.com
Contact Person: Customer Support
Phone: (800) 938-8815

MICHAEL A. CONGER, ESQUIRE (State Bar No. 147882)
LAW OFFICE OF MICHAEL A. CONGER
16236 San Dieguito Road, Suite 4-14
Mailing: P.O. Box 9374
Rancho Santa Fe, California 92067
Telephone: (858) 759-0200
Facsimile: (858) 759-1906

Attorney for Plaintiff Stephen J. Charlton, PhD
individually, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

STEPHEN J. CHARLTON, PhD, individually, and on behalf of all others similarly situated,)	CASE NO: 37-2021-00048178-CU-MC-CTL
)	
Plaintiff,)	
)	
v.)	PROOF OF SERVICE OF SUMMONS AND COMPLAINT
)	
)	[IMAGED FILE]
)	
LG ENERGY SOLUTION MICHIGAN, INC., and DOES 1-50,)	Judge: Eddie C. Sturgeon
)	Dept.: C-67
Defendants.)	Complaint Filed: November 12, 2021
)	Trial Date: Not Yet Set

MICHAEL A. CONGER, (SBN 147882)
LAW OFFICES OF MICHAEL A. CONGER
PO BOX 9374
RANCHO SANTA FE, CA 92067-9374
858-759-0200
Attorney for: STEPHEN J. CHARLTON, ETC.
Atty. File No.: CHARLTON

SUPERIOR COURT OF CA., COUNTY OF SAN DIEGO
CENTRAL DIVISION-HALL OF JUSTICE


PLAINTIFF : STEPHEN J. CHARLTON, ETC.
DEFENDANT : LG ENERGY SOLUTION MICHIGAN, INC.

Case No. : 37-2021-00048178-CU-MC-CTL
PROOF OF SERVICE OF SUMMONS

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the SUMMONS; COMPLAINT; ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION; STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION; NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE; CIVIL CASE COVER SHEET; AFFIDAVIT OF VENUE
3. a. Party Served : LG ENERGY SOLUTION MICHIGAN, INC.
AUTHORIZED AGENT FOR SERVICE: CSC-LAWYERS INCORPORATION
b. Person Served : NICOLE STAUSS, CUSTOMER SERVICE LIASON
(AUTHORIZED TO ACCEPT FOR CSC)
4. Address where the party was served: 2710 GATEWAY OAKS DRIVE SUITE 150N
SACRAMENTO, CA 95833 (Business)
5. I served the party
a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on December 3, 2021 (2) at: 02:00 PM
6. The "Notice to the person served" (on the summons) was completed as follows:
c. on behalf of: LG ENERGY SOLUTION MICHIGAN, INC.
AUTHORIZED AGENT FOR SERVICE: CSC-LAWYERS INCORPORATION
under [xx] CCP 416.10 (corporation)
7. **Person who served papers**
a. DENNIS E. LARKIN
b. KNOX ATTORNEY SERVICE
1550 HOTEL CIRCLE NORTH SUITE 440
SAN DIEGO, CA 92108
c. 619-233-9700
d. Fee For Service : \$ 105.75
e. I am
(3) a registered California process server
(i) an independent contractor
(ii) Registration No.: PS-508
(iii) County: YOLO, CA
8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date : December 8, 2021

Signature: _____


DENNIS E. LARKIN

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [LG Energy Solution Michigan Hit with Class Action Over 'Dangerous' RESU Home Solar Batteries](#)
