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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

INGRID WEISSE and LOREN
BULLARD, Individually and in their
REPRESENTATIVE CAPACITIES
and on Behalf of a CLASS of All
Persons Similarly Situated,

PLAINTIFFS,

vs.

LG ELECTRONICS, INC.; LG
ELECTRONICS USA, INC.; DOES 1-
10; DOE PARTNERSHIPS 1-10;
DOES CORPORATIONS 1-10; DOE
GOVERNMENTAL AGENCIES 1-10;
AND DOE ASSOCIATIONS 1-10,

DEFENDANTS.

CIVIL NO.

**NOTICE OF REMOVAL;
EXHIBITS A & B; DECLARATION
OF COUNSEL and EXHIBITS 1-12;
CERTIFICATE OF SERVICE**

NOTICE OF REMOVAL

In accordance with 28 U.S.C. §§ 1332, 1441, 1446, and 1453, and with full reservation of defenses, Defendant LG Electronics USA, Inc. (“LGEUS”) gives notice of removal of this action originally filed in the Circuit Court of the First Circuit of the State of Hawai‘i, to the United States District Court for the District of Hawai‘i. In support of removal, LGEUS provides this “short and plain statement of the grounds for removal.” 28 U.S.C. § 1446(a); *see also Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 87 (2014) (“By design, § 1446(a) tracks the general pleading requirement stated in Rule 8(a) of the Federal Rules of Civil Procedure.”).

I. Background

1. On May 10, 2021, Plaintiffs Ingrid Weisse and Loren Bullard filed a Complaint in the Circuit Court of the First Circuit of the State of Hawai‘i. Attached hereto as Exhibit A is a true and correct copy of the Complaint (“Compl.”) and additional documents which Plaintiffs served LGEUS with on May 24, 2021. LGEUS is not aware whether Plaintiff has served the Summons and Complaint on Defendant LG Electronics, Inc. (“LGEKR”).

2. Plaintiffs purport to bring and maintain this case as a class action. Compl., ¶ 1. Plaintiffs seek to represent a proposed class of:

“[a]ll individuals and entities in the State of Hawai‘i that own LG Packaged Terminal Air Conditioner Systems manufactured and sold by LG, specifically model numbers LP073CDUC, LP123CDUC, and LP153CDUC and all of the PTAC units sold and installed in Hawai‘i on or after April 30, 2016 including model numbers: LP***CD2B; LP***HD2B; LP***CD3B; LP***HD3B; LP***CDUC; and LP***HDUC* (collectively referred to as “LG PTAC units”).” Compl., ¶ 34.¹

3. The Complaint asserts claims for breach of express warranty, breach of the implied warranty of merchantability, breach of the implied warranty of fitness for a particular purpose, and violation of Hawaii’s Unfair and Deceptive Trade Practices Act (HRS §§ 480-1 et seq.). Compl., ¶¶ 43-71. Plaintiffs allege that their LG PTAC units² are defective, are prematurely and significantly corroding and that LG PTAC units are unfit for use in the State of Hawai‘i due to the state’s corrosive coastal environments. Compl., ¶¶ 23-33. To remedy these injuries, Plaintiffs seek replacement of their allegedly defective LG PTAC units, injunctive relief, specific performance, treble damages, prejudgment and post judgment interest, and attorneys’ fees and costs on a class-wide basis. Compl. ¶¶ 70, 71 and at 13-14.

¹ Packaged Terminal Air Conditioner units are referred to as “PTAC” units.

² “LG PTAC units” refers to the model numbers referenced in the Complaint. Compl., ¶ 34.

II. Removal Under the Class Action Fairness Act (“CAFA”)

4. CAFA extends federal diversity jurisdiction to class actions if the aggregate amount in controversy exceeds \$5,000,000, there are at least 100 members of the proposed plaintiff class, and any member of the class of plaintiffs is a citizen of a state different from any defendant. *See* 28 U.S.C. § 1332(d)(1)(B), (d)(2), (d)(5)(B), (d)(6). Each of these requirements is met here.

a. This Case is a Class Action.

5. CAFA defines a “class action” as “any civil action filed under rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B).

6. Plaintiffs seek to bring this case as a class action under Hawai‘i Rule of Civil Procedure 23 – Hawaii’s analog to Rule 23 of the Federal Rules of Civil Procedure – which authorizes a representative party to bring suit on behalf of a class. *Compare* Haw. R. Civ. P. 23 with Fed. R. Civ. P. 23; *see* Compl. ¶¶ 34-42. Accordingly, this case qualifies as a class action under CAFA.

b. The Aggregate Amount in Controversy Exceeds \$5,000,000.

7. For a case to be removable under CAFA, the amount in controversy must exceed \$5,000,000, exclusive of interest and costs. 28 U.S.C. § 1332(d)(2), (d)(6). The amount in controversy is calculated by aggregating the claims of the

individual class members. 28 U.S.C. § 1332(d)(6). If the complaint does not allege a specific amount in controversy, the party seeking federal jurisdiction must establish the amount in controversy by a preponderance of the evidence. *Lewis v. Verizon Commc'ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (“The amount in controversy is not proof of the amount the plaintiff will recover. Rather, it is an estimate of the amount that will be put at issue in the course of the litigation.”) (internal citation omitted); *Greene v. Harley-Davidson, Inc.*, 965 F.3d 767, 772 (9th Cir. 2020) (the amount in controversy is the “amount at stake in the underlying litigation. Amount at stake does not mean likely or probable liability; rather, it refers to possible liability.” (internal citation omitted)); *Dart Cherokee Basin Operating Company, LLC v. Owens*, 574 U.S. 81, 89 (2014) (defendant “need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold” in order to satisfy CAFA’s amount in controversy requirement.); *Fergerstrom v. PNC Bank, N.A.*, CIV. 13-00526 DKW-RLP, 2014 WL 1669101, at *12 (D. Haw. Apr. 25, 2014) (defendant “established by a preponderance of evidence that [the] action [met] CAFA’s minimal diversity, amount in controversy, and numerosity requirements.”).

8. LGEUS disputes that it owes any type of damages, and disputes each and every asserted remedy or theory of recovery asserted in the Complaint. Nevertheless, it is evident that Plaintiffs place more than \$5,000,000 at issue here.

Plaintiffs seek to have the LG PTAC units “replaced.” Compl. at 13. Based on purchase orders from distributors, between May 1, 2016 and May 31, 2021, LGEUS has sold through distributors approximately 2,700 units of the PTAC model numbers identified in the Complaint into the State of Hawai‘i.³ Biggs Decl., ¶ 8. The amount in controversy in this action, which includes the cost of replacing Plaintiffs’ LG PTAC units, may thus be calculated in three ways: using the advertised “list price” that distributors use for LG PTAC units, the advertised discounted sale price of LG PTAC units (where offered at a discounted sales price), and the sales prices of comparable PTAC units sold by LGEUS’ competitors.

9. List Price. Distributors often display a base “list price” for PTAC units. *See* Exhibits 1 – 6 to Declaration of Phoebe A. Wilkinson, dated June 21, 2021 (“Wilkinson Decl.”) (showing several current “list” prices for various in-scope models,⁴ ranging from \$986.25 to \$1,130). The advertised list prices for these in-scope models are \$986.25 for LP073CDUC, \$999.00 for LP073HDUC, \$999.00 for LP073HDUC \$1,048.75 for LP123CDUC, \$1,123.75 for LP153CDUC, and \$ 1,130.00 for LP073HDUC. *See* Wilkinson Decl. Exhibits 1 – 6. The average of

³ LGEUS only sells PTAC units to distributors. LGEUS does not sell PTAC units directly to end consumers. Exhibit B, Declaration of Chester Biggs, dated June 22, 2021 (“Biggs Decl.”), ¶ 5-6.

⁴ The in-scope models in this action are LP***CD2B; LP***HD2B; LP***CD3B; LP***HD3B; LP***CDUC; and LP***HDUC. Compl., ¶ 34.

these list prices is \$1047.79. Using the average list price as a guide, the Complaint puts “at stake” approximately \$2,829,033.00 as the amount to “replace” the units in question.⁵ *Greene*, 965 F.3d at 772; *see Schneider v. Ford Motor Co.*, 756 Fed. Appx. 699, 700-701 (9th Cir. 2018) (defendant satisfied “preponderance” standard for amount in controversy by multiplying number of units sold in the state at issue times the manufacturer’s suggested retail price).

10. Sales Price. Another method of calculating the amount that Plaintiffs have put at stake in this action is to multiply the number of LG PTAC units that LGEUS sold into Hawai‘i during the class period by the average sale price that distributors are currently advertising LG PTAC units, with discounts. The currently advertised “sale” prices for the aforementioned in-scope LG PTAC units range from \$649.00 to \$899.00. Specifically, LP073HDUC units are being advertised for \$649.00,⁶ \$699.00,⁷ and \$849.00,⁸ LP073CDUC units for \$789.00,⁹ LP123CDUC

⁵ \$1047.79 x 2,700 = \$2,829,033.00.

⁶ Wilkinson Decl., Exhibit 2.

⁷ Wilkinson Decl., Exhibit 3.

⁸ Wilkinson Decl., Exhibit 6.

⁹ Wilkinson Decl., Exhibit 1.

units for \$839.00,¹⁰ and LP153CDUC units for \$899.00.¹¹ The average of these sales prices is \$787.33. Using the average sales price as a guide, the Complaint puts approximately \$2,125,791.00 as the amount to “replace” the units in question.¹²

11. Competitor Sales Prices. Because Plaintiffs appear to request replacement of their LG PTAC units with non-LG PTAC units, Compl. at 13, it is reasonable to assume that Plaintiffs seek replacement of the 2,700 LG PTAC units sold into Hawai‘i with comparable models manufactured by other PTAC manufacturers. *See Arias v. Residence Inn by Marriott*, 936 F.3d 920, 935 (9th Cir. 2019) (“in assessing the amount in controversy, a removing defendant is permitted to rely on a chain of reasoning that includes assumptions.”) (citation omitted). LGEUS’ competitors in the Hawai‘i PTAC market are GE and Amana. Biggs Decl., ¶ 10. Amana PTAC units with model numbers PTH073G35AXX, PTC123G35AXX, and PTC123G25AXX are comparable to the models of PTAC units at issue in this action. Biggs Decl., ¶ 11. PTH073G35AXX units are sold for \$844.00,¹³ PTC123G35AXX units for \$827.00,¹⁴ and PTC123G25AXX units for

¹⁰ Wilkinson Decl., Exhibit 4.

¹¹ Wilkinson Decl., Exhibit 5.

¹² $\$787.33 \times 2,700 = \$2,125,791.00$.

¹³ Wilkinson Decl., Exhibit 7.

¹⁴ Wilkinson Decl., Exhibit 8.

\$775.59.¹⁵ The average sales price for these Amana PTAC units is \$815.53. Using the average sales price of a comparable Amana PTAC unit as a guide, the Complaint puts at stake approximately \$2,201,931.00 as the amount to “replace” the units in question with comparable Amana units.¹⁶

12. GE PTAC units with model numbers AZ45E07DAP, AZ65H07DBM, and AZ65H09DAC are comparable to the models of PTAC units at issue in this action. Biggs Decl., ¶ 12. AZ45E07DAP units are sold for \$889.24,¹⁷ AZ65H07DBM units for \$1,351.72,¹⁸ and AC65H09DAC units for \$881.72.¹⁹ The average sales price for these GE PTAC units is \$1,040.89. Using the average sales price of a comparable GE PTAC unit as a guide, the Complaint puts at stake approximately \$2,810,403.00 as the amount to “replace” the units in question with comparable GE units.²⁰

¹⁵ Wilkinson Decl., Exhibit 9.

¹⁶ $\$815.53 \times 2,700 = \$2,201,931.00$.

¹⁷ Wilkinson Decl., Exhibit 10.

¹⁸ Wilkinson Decl., Exhibit 11.

¹⁹ Wilkinson Decl., Exhibit 12.

²⁰ $\$1,587.89 \times 2,700 = \$2,810,403.00$.

13. The cost to “replace” the units in question thus ranges from \$2,125,791.00 to \$2,829,033.00:

Cost to “replace” using average LG PTAC list price	\$2,829,033.00
Cost to “replace” using average LG PTAC sales price	\$2,125,791.00
Cost to “replace” using average Amana sales price	\$2,201,931.00
Cost to “replace” using average GE sales price	\$2,810,403.00

14. Because Plaintiffs request treble damages, LGEUS may treble the estimated damages figures to assess the amount in controversy for removal purposes under CAFA. *See Bartholoma v. Marriott Bus. Servs.*, No. CV 18-00044 JMS-RLP, 2018 WL 3364661, at *5 (D. Haw. July 10, 2018) (“Plaintiff’s theory does not require guesswork, conjecture, or investigation by Defendants...Defendants didn’t even need pen and paper to determine the amount in controversy – instead, they simply had to multiply \$2.2 million by three (treble damages) to determine that the amount in controversy was \$6.6 million.”). Hence, the Complaint puts between \$6,377,373.00 and \$8,487,099.00 as the claimed “replacement value” and treble damages sought by Plaintiffs in this putative class action.

Trebled damages using average LG PTAC list price (\$2,829,033.00 x 3)	= \$8,487,099.00
Trebled damages using average LG PTAC sales price (\$2,125,791.00 x 3)	= \$6,377,373.00
Trebled damages using average Amana sales price (\$2,201,931.00 x 3)	= \$6,605,793.00
Trebled damages using average GE sales price (\$2,810,403.00 x 3)	= \$8,431,209.00

15. Furthermore, attorneys' fees are properly included in determining the amount in controversy for CAFA removal purposes. *See Arias*, 936 F.3d at 922. Although LGEUS denies Plaintiffs' claim for attorneys' fees and costs, and reserves all defenses related thereto, for purposes of removal under CAFA, LGEUS will use the benchmark used by the Ninth Circuit, which is 25 percent of potential damages, as the amount of attorneys' fees at stake in the Complaint. *See Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 272 (9th Cir. 1989) (noting use of 25 percent "benchmark" in the 9th circuit); *Greene*, 965 F.3d at 774 n. 4 (the "district court did not analyze the attorneys' fees portion," based on a 25 percent benchmark "and instead assumed it to be acceptable" because "[a] defendant does 'not need to prove to a legal certainty' that a plaintiff will be awarded the proffered attorneys' fees in

the removal notice.” (quoting *Dart Cherokee*, 574 U.S. at 88)). Thus, Plaintiffs’ attorneys’ fees can be estimated to be in the range of approximately \$1,594,343.25 and \$2,121,774.75.

Attorney fees using average LG PTAC list price (\$8,487,099.00 x 0.25)	= \$2,121,774.75
Attorney fees using average LG PTAC sales price (\$6,377,373.00 x 0.25)	= \$1,594,343.25
Attorney fees using average Amana sales price (\$6,605,793.00 x 0.25)	= \$1,651,448.25
Attorney fees using average GE sales price (\$8,431,209.00 x 0.25)	= \$2,107,802.25

16. In sum, the Complaint puts between \$7,971,716.25 and \$10,608,873.75 at stake in this action, so CAFA’s amount in controversy requirement is satisfied.

Method	Cost to “replace”	Trebled Damages	Attorneys’ fees	Total Damages put “at stake”
Average list price of LG PTAC units	\$2,829,033.00	\$8,487,099.00	\$2,121,774.75	\$10,608,873.75
Average sales price of LG PTAC units	\$2,125,791.00	\$6,377,373.00	\$1,594,343.25	\$7,971,716.25
Average Amana sales price	\$2,201,931.00	\$6,605,793.00	\$1,651,448.25	\$8,257,241.25
Average GE sales price	\$2,810,403.00	\$8,431,209.00	\$2,107,802.25	\$10,539,011.25

c. There are at Least 100 Members of the Proposed Class.

17. CAFA confers jurisdiction over class actions with at least 100 proposed class members. 28 U.S.C. § 1332(d)(5)(B). The party seeking federal jurisdiction must establish by a preponderance of the evidence that CAFA's numerosity requirement is met. *See Fergerstrom v. PNC Bank, N.A.*, CV 13-00526 DKW-RLP, 2013 WL 12152469, at *2 (D. Haw., Dec. 30, 2013).

18. Here, Plaintiffs purport to bring this action on behalf of "[a]ll individuals and entities in the State of Hawai'i that own [certain] LG Packaged Terminal Air Conditioner Systems manufactured and sold by LG ... on or after April 30, 2016". Compl., ¶ 34.

19. LGEUS' sales records to distributors indicate that approximately 2,700 LG PTAC units were sold into Hawai'i during the class period. Biggs Decl., ¶ 8. Hence, the potential number of proposed class members exceeds CAFA's 100-member requirement. *See Schneider*, 756 Fed. Appx. at 701 (defining class size by number of units sold in the state at issue was sufficient to meet preponderance of the evidence standard); *Arias*, 936 F.3d at 925 (defendant may "rely on a chain of reasoning that includes assumptions.").

d. Minimal Diversity Exists Between the Parties.

20. Under CAFA, class actions need only have minimal diversity between the parties as opposed to complete diversity. *See* 28 U.S.C. § 1332(d)(2)(A). In other words, a case satisfies CAFA’s diversity requirement as long as the plaintiffs’ citizenship differs from that of at least one defendant. *Id.* Minimal diversity exists here.²¹

21. A party’s allegation of minimal diversity may be based on “information and belief.” *Carolina Cas. Ins. Co. v. Team Equip., Inc.*, 741 F.3d 1082, 1087 (9th Cir. 2014). In determining the citizenship of a party for jurisdictional purposes, the Court looks to the state of domicile. *Ehrman v. Cox Commun., Inc.*, 932 F.3d 1223, 1227 (9th Cir. 2019) *cert. denied*, 140 S. Ct. 2566 (2020). Domicile requires the demonstration of residence and the intention to remain. *Id.*

22. A removing party with the burden of proving citizenship “may rely on the presumption of continuing domicile, which provides that, once established, a person’s state of domicile continues unless rebutted with sufficient evidence of change.” *Mondragon v. Capital One Auto Finance*, 736 F.3d 880, 885 (9th Cir. 2013) (citations omitted).

²¹ In fact, complete diversity exists between the parties. LGEUS refers to “minimal diversity” only for purposes of CAFA.

23. Upon information and belief, Plaintiffs hold Hawai‘i driver’s licenses and are registered to vote in Hawai‘i, and therefore, upon information and belief, are citizens of Hawai‘i. Additionally, Plaintiffs acknowledge ownership of residences in Hawai‘i. (Compl. ¶ 7).

24. Plaintiffs acknowledge that LGEUS is a citizen of New Jersey and Delaware. Compl. at ¶ 17 (“Defendant LG ELECTRONICS USA, INC. is incorporated in Delaware with its main office located in Englewood Cliffs, New Jersey.”). Under 28 U.S.C. § 1332(c)(1), a corporation is considered a citizen of the state or states in which it is incorporated and has its principal place of business. 28 U.S.C. § 1332(c)(1). *See also Hertz Corp. v. Friend*, 559 U.S. 77, 91-92 (2010). LGEUS is a citizen of New Jersey and Delaware. Biggs Decl., ¶ 4; Compl. ¶ 17.

25. Although Plaintiff has included numerous fictitiously named “Doe” defendants, their citizenship is irrelevant for purposes of minimal diversity under CAFA. 28 U.S.C. § 1441(b); *Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690-91 (9th Cir. 1998) (disregarding citizenship of defendants sued under fictitious names for purposes of removal). These “Doe” defendants do not destroy minimal diversity in this action.

26. Because there is diversity of citizenship between the named Plaintiffs and LGEUS, CAFA’s minimal diversity requirement is met.

III. Compliance with Procedural Requirements

27. LGEUS files this Notice of Removal under 28 U.S.C. §§ 1441(a) and 1453 in the United States District Court for the District of Hawai‘i because the Circuit Court for the First Circuit of the State of Hawai‘i is within this district.

28. LGEUS has satisfied the procedural requirements for removal under 28 U.S.C. § 1446. Under 28 U.S.C. §§ 1446(b) and 1453(b), this Notice is timely because it is filed within thirty days of LGEUS’ “receipt . . . , through service or otherwise, of” the Summons and Complaint, which occurred on May 24, 2021.

29. Under CAFA, “[a] class action may be removed . . . by any defendant without the consent of all defendants.” 28 U.S.C. § 1453(b) (emphasis added). Therefore, LGEUS need not obtain consent from any other defendant to remove this action.²²

230. A copy of this Notice will be filed contemporaneously in the Circuit Court of the First Circuit of the State of Hawai‘i, and will be served contemporaneously on all counsel of record, as required by 28 U.S.C. § 1446(d).

²² Additionally, LGEUS is not aware whether LGEKR has been served, and consent is not required from a non-served defendant. *See Watanabe v. Lankford*, 684 F. Supp. 2d 1210, 1219 (D. Haw. 2010) (“Defendants who have not been served . . . are not required to join in the removal.”); *Boles v. Engle*, CV 08–00438 ACK–KSC, 2009 WL 763935, at *4 n. 4 (D. Haw. Mar. 24, 2009) (“The Ninth Circuit therefore recognizes an exception in cases where defendants are not served and permits the defendant(s) summoned to remove without joining the unserved defendant(s).”) (citation omitted).

31. All copies of state court process, pleadings, and other orders are attached hereto as Exhibit A. 28 U.S.C. § 1446(a).

IV. Conclusion

For these reasons, LGEUS removes this action from the Circuit Court for the First Circuit of the State of Hawai‘i to this Court.

Respectfully submitted,

DATED: Honolulu, Hawai‘i, June 22, 2021.

/s/ Deirdre Marie-Iha
EDMUND K. SAFFERY
DEIRDRE MARIE-IHA

PHOEBE A. WILKINSON
(*Pro hac vice* application forthcoming)

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EXHIBIT A

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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

INGRID WEISSE and LOREN BULLARD,
Individually and in their Representative
Capacities and on Behalf of a Class of All
Persons Similarly Situated,

Plaintiffs,

v.

LG ELECTRONICS, INC.; LG
ELECTRONICS USA, INC.; DOES 1-10;
DOE PARTNERSHIPS 1-10; DOE
CORPORATIONS 1-10; DOE
GOVERNMENTAL AGENCIES 1-10; and
DOE ASSOCIATIONS 1-10,

Defendants.

CIVIL NO. _____
(Product Liability)

**COMPLAINT; EXHIBITS "1" – "3";
DEMAND FOR JURY TRIAL;
SUMMONS**



COMPLAINT

1. Plaintiffs INGRID WEISSE, and LOREN BULLARD (collectively, “Plaintiffs”) in their individual and representative capacities and on behalf of the Class of all persons similarly situated, by their undersigned attorneys, allege the following on information and belief.

INTRODUCTION

2. This class action is brought on behalf of all owners of PTAC units manufactured by Defendants LG ELECTRONICS, INC. and LG ELECTRONICS USA, INC. (“LG PTAC units”) and sold in the State of Hawai‘i. The LG PTAC units are defective in materials, design and manufacture in that the condenser, evaporator and all connective tubing has failed due to a defect in manufacturing and workmanship.

3. The LG PTAC units are unfit for sale and use in the State of Hawai‘i. The units are defective in design, manufacturing and materials, and are unfit for installation in the tropical climate in the State of Hawai‘i.

4. Extensive corrosion has occurred in the components of the sealed refrigerating system. As a result, refrigerant has leaked from the system. Additionally, components—including the heater, heater protections, solenoids, capacitors, wiring and hardware—have corroded as well as framing, screws, nuts and bolts of the system.

5. As a result of the corrosion, LG PTAC units have failed and are leaking refrigerant from the pipes, tubes, and condensers. The refrigerant leaks have impeded the ability of the PTAC units to function properly. Refrigerant leaks pose a danger to human health.

6. Defendants LG ELECTRONICS, INC. and LG ELECTRONICS USA, INC. (collectively “Defendants” or “LG”) sold and/or shipped the LG PTAC units to consumers in the State of Hawai‘i. As the direct result of LG’s conduct, Plaintiffs and other class members’ LG PTAC units are corroding, leaking refrigerant, and not functioning properly.

PARTIES

7. Plaintiffs own condominium units in a high-rise building located at 988 Halekauwila, Honolulu, Hawai‘i 96814. LG PTAC units were installed in the condominium

units in the building including in Plaintiffs' condominium units.

8. The submittal to install LG PTAC units in the building was approved on June 1, 2017. Upon information and belief, Plaintiffs' LG PTAC units were purchased and installed after the submittal was approved.

9. Plaintiff INGRID WEISSE owns a condominium unit with three (3) LG PTAC units.

10. Plaintiff LOREN BULLARD owns a condominium unit with two (2) LG PTAC units.

11. Plaintiffs' LG PTAC units are all covered by the LG Packaged Terminal Air Conditioner Systems Warranty ("LG Warranty") provided by Defendants that gives them the right to pursue the claims set forth herein, both individually and on behalf of a class of similarly situated persons. Exhibit 1. Plaintiffs are the warranty holders for their LG PTAC units. Specifically, the LG Warranty provided by Defendants notes that Defendants warrants LG PTACs "against defect in materials or workmanship under normal use"

12. For a period of one year, LG provides a warranty for:

Any part of the LGE Packaged Terminal Air-Conditioner that fails because of a defect in materials or workmanship. During this full one-year warranty, LGE will also provide, free of charge, all labor and on-site service to replace the defective part.

13. For a period of five years, LG provides a warranty for:

Any part of the sealed refrigerating system (the compressor, condenser, evaporator, and all connecting tubing) that fails because of a defect in materials or workmanship. During this full five-year sealed refrigerating system warranty, LGE will also provide, free of charge, all labor and on-site service to replace the defective part.

14. The LG Warranty also provides:

For the second through the fifth year from the date of original purchase,

LGE will replace certain parts that fail due to a defect in materials or workmanship. Parts covered are fan motors, switches, thermostats, heater, heater protectors, compressor overload, solenoids, circuit boards, auxiliary controls, thermistors, frost controls, ICR pump, capacitors, varistors, and indoor blower bearing. During this limited five-year parts warranty, you will be responsible for any labor or on-site service costs.

15. On April 30, 2021, Plaintiffs sent Defendants a warranty claim on behalf of themselves and all owners of LG PTAC units in the State of Hawai‘i. Exhibit 2.

16. Defendant LG ELECTRONICS, INC. is a Korea-based company in the business of consumer electronics, home appliances and mobile communications, including manufacturing and selling PTAC units. Defendant LG ELECTRONICS, INC. is listed as the warrantor on the LG Warranty provided to Plaintiffs.

17. Defendant LG ELECTRONICS USA, INC. is the Northern American subsidiary of Defendant LG ELECTRONICS, INC. Defendant is in the business of consumer electronics, home appliances and mobile communications, including manufacturing and selling PTAC units. Defendant LG ELECTRONICS USA, INC. is incorporated in Delaware with its main office located in Englewood Cliffs, New Jersey. LG ELECTRONICS USA, INC. is listed as the warrantor on subsequent versions of the LG Warranty. Exhibit 3.

18. Plaintiffs are informed and believe that Defendants were at all relevant times, for-profit companies doing business in the state of Hawai‘i, with representatives in Hawai‘i, and shipped their products to Hawai‘i.

19. Plaintiffs have reviewed public and other records available to them in order to ascertain the true and full names and identities of all defendants in this action, but Plaintiffs have no further knowledge or information at this time regarding all responsible parties and are unable to ascertain the identity of defendants in this action designated as Does 1-10; Doe Partnerships 1-10; Doe Corporations 1-10; Doe Governmental Agencies 1-10 and Doe Associations 1-10 (collectively, the “Doe Defendants”). The Doe Defendants are sued herein under fictitious

names for the reason that their true names and identities are unknown to Plaintiffs, except that they may be connected in some manner with the named defendant, such as being agents, servants, employees, employers, representatives, co-venturers, associates or independent contractors of Defendants and/or were in some manner presently unknown to the Plaintiffs engaged in activities such as designing, manufacturing, selling, or distributing the LG PTAC units. The Doe Defendants' true names, identities, capacities, activities and/or responsibilities are presently unknown to Plaintiffs or their attorneys. Plaintiffs pray for leave to amend this Complaint to show the true names and capacities, activities and/or responsibilities when the same has been discovered.

VENUE

20. All incidents described herein took place in the State of Hawai'i, within the jurisdiction of this Court and the amount in controversy meets or exceeds the jurisdictional limit of this Court.

GENERAL ALLEGATIONS

21. Homeowners reasonably expected that their LG PTAC units would not fail, due to a defect in design and manufacture.

22. Defendants designed, manufactured, sold, and/or shipped LG PTAC units to Plaintiffs and the Class Members without ensuring that the components of the sealed refrigerating system, along with the heater, heater protections, solenoids, capacitors, wiring and hardware, framing, screws, nuts and bolts of the system were appropriate for sale and use in the State of Hawai'i.

23. Before the Plaintiffs and Class Members bought their LG PTAC units, Defendants knew or should have known that LG PTAC units contained an inherent defect and were unfit for sale and use in the State of Hawai'i. Due to the environmental conditions in the State of Hawai'i—including elevated atmospheric chloride levels—LG PTAC units are expected to significantly and prematurely corrode, causing refrigerant leaks impeding the ability of the LG PTAC units to function properly. Refrigerant leaks also pose a danger to human health.

24. Despite being unfit for sale and use in Hawai‘i, Defendants designed, marketed, sold, and/or shipped the LG PTAC units in Hawai‘i.

25. For instance, Defendants designed, manufactured, sold, and/or shipped LP073CDUC, LP123CDUC, and LP153CDUC, which were installed in Plaintiffs’ high-rise building.

26. Plaintiff INGRID WEISSE owns one LP123CDUC PTAC unit and two LP073CDUC PTAC units. Plaintiff LOREN BULLARD owns one LP123CDUC PTAC unit and one LP073CDUC PTAC unit.

27. Defendants also designed, manufactured, sold, and/or shipped the following models of LG PTAC units in Hawai‘i:

- LP***CD2B;
- LP***HD2B;
- LP***CD3B;
- LP***HD3B
- LP***CDUC; and
- LP***HDUC*.

28. The LG PTAC units owned by Plaintiffs and the Class Members are significantly and prematurely corroding, and leaking refrigerant, which impedes the ability of the LG PTAC units to function properly and fails to function as any consumer would expect. Refrigerant leaks also endanger Plaintiffs and Class Members health.

29. As a direct result of Defendants’ conduct described herein, LG PTAC units must be replaced with PTAC units which are fit for use in the environment in the State of Hawai‘i and is not subject to significant and premature corrosion.

30. Defendants provided a comprehensive written warranty with each LG PTAC unit sold. Exhibit 1. There is no class action prohibition in the LG Warranty.

31. Pursuant to the LG Warranty, Defendants warranted against defect in materials or workmanship.

32. Under the Limited Warranty Exclusions and Limitations section of the LG Warranty, Defendants list “Property damages, malfunctions or failure of the product or personal injury caused by or resulting from . . . Operating the Product in a corrosive coastal environment, or in an environment containing corrosive chemical agents or other hazardous chemicals” showing that Defendants were aware that a “coastal environment” is corrosive for the LG PTAC units.

33. Despite the LG Warranty’s representation that the LG PTAC units are free of defects in materials and workmanship, the LG PTAC units contain defective components that are not made for use or sale in the State of Hawai‘i, and prematurely corrode.

CLASS ACTION ALLEGATIONS

34. Pursuant to HRCP 23, all Plaintiffs bring this action on behalf of themselves and as representatives of all others who are similarly situated and who fall within the following definition for the Class:

All individuals and entities in the State of Hawai‘i that own LG Packaged Terminal Air Conditioner Systems manufactured and sold by LG, specifically model numbers LP073CDUC, LP123CDUC, and LP153CDUC and all of the PTAC units sold and installed in Hawai‘i on or after April 30, 2016 including model numbers:

- LP***CD2B;
- LP***HD2B;
- LP***CD3B;
- LP***HD3B
- LP***CDUC; and
- LP***HDUC*

(collectively referred to as “LG PTAC units”).

35. The individuals and entities in the Class are the putative Class Members. The Plaintiffs are the putative Class Representatives.

36. The Class Members are so numerous that joinder is impracticable. Upon information and belief, there are thousands of LG PTAC units that were sold in the State of Hawai‘i, and each owner of LG PTAC unit(s) is a member of the class.

37. The Class Representatives’ claims are typical of the Class’ claims as they own LG PTAC units that have the defective condenser, evaporator and all connective tubing described herein.

38. The Class Representatives will fairly, adequately and vigorously represent the Class Members’ interests.

39. Questions of law and fact common to all potential Class Members predominate over any questions affecting only individual Class Members. The following common questions and issues arising from the Class Member claims are just a few of the many that predominate here:

- Whether the defective condenser, evaporator and all connective tubing can serve their purpose of providing effective internal temperature control;
- Whether the defective condenser, evaporator and connective tubing function as would be reasonably expected by a consumer;
- Whether LG knew or should have known that the LG PTAC units were unfit for sale or use in the State of Hawai‘i;
- Whether Class Members suffered damages due to LG’s materials, design, and manufacturing of LG PTAC units with defective condenser, evaporator and connective tubing; and
- Whether LG’s materials, design and manufacture breached express warranties;
- Whether LG engaged in unfair and deceptive acts by designing, manufacturing, selling and/or shipping LG PTAC units with defective manufacturing and workmanship, that was unfit for use in the State of Hawai‘i.

40. These and other common questions predominate over all Class Members’ claims, including those of the Class Representatives. There is essentially no difference between the

Class Representatives' claims and the other Class Members' claims. As a result, the Class Representatives' claims are typical of, if not identical to, those they represent.

41. Class action treatment is superior to the alternatives, if any, for the fair and efficient adjudication of the controversy alleged in this Complaint. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without duplication. Separate trials adjudicating the liability will be inefficient, and will run the risk of producing inconsistent verdicts. Consolidating the litigation of all Class Members will enhance judicial economy and promote justice. Class treatment will also permit adjudication of relatively small claims by many Class Members who could not individually afford to litigate the claims asserted in this Complaint. There are no difficulties that would preclude class action treatment of this lawsuit, and no superior alternative exists for the fair and efficient adjudication of this controversy.

42. The contemplated notice to Class Members will be through direct mail to each Class Member's home and local publication of such notice.

COUNT I

BREACH OF EXPRESS WARRANTY

43. Plaintiffs restate and reallege each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

44. Defendants provided a five (5) year express warranty known as the LG Packaged Terminal Air Conditioner Limited Warranty ("LG Warranty") to each and every purchaser of LG PTAC units. A copy of a sample LG Warranty is attached as Exhibit 1. In the LG Warranty, Defendants represented, among other things, that LG PTAC units were free of defect in materials and workmanship.

45. The LG Warranty covers any part of the sealed refrigerating system (the compressor, condenser, evaporator and all connective tubing) that fails because of a defect in material or workmanship. The LG Warranty notes that LG will provide, free of charge, all labor and on-site service to replace the defective part.

46. The LG Warranty also covers defects in fan motors, switches, thermostats, heater, heater protectors, compressor overload, solenoids, circuit boards, auxiliary controls, thermistors, frost controls, ICR pump, capacitors, varistors, and indoor blower bearing.

47. The LG Warranty further provided a contact address: BTB Air and Energy 201 James Record Road Huntsville, Alabama 35824 for warranty claims.

48. Defendants breached their warranty by designing, manufacturing, and selling LG PTAC units with defective manufacturing and workmanship, that was unfit for use in the State of Hawai'i.

49. As a result of Defendants' breach of express warranty, Plaintiffs' and the Class Members' LG PTAC units are significantly and prematurely corroding—including components of the sealed refrigerating system, along with the heater, heater protections, solenoids, capacitors, wiring and hardware, framing, screws, nuts and bolts of the system—and leaking refrigerant, which impedes the ability of the LG PTAC units to function properly and fail to function as any consumer would expect. Refrigerant leaks also danger Plaintiffs and Class Members health.

50. As a result of Defendants' breaches of these express warranties as detailed above, Defendants deprived Plaintiffs and the Class of the benefit of the bargain of their contracts with Defendants, and suffered damages in amounts to be proven at trial.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

51. Plaintiffs restate and reallege each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

52. Defendants are in the business of designing, manufacturing, selling, and shipping LG PTAC units. Defendants sold and shipped LG PTAC units in the State of Hawai'i.

53. Plaintiffs and the Class reasonably expected that the LG PTAC units purchased from Defendants were properly designed and built to be fit for use in the State of Hawai'i.

54. In selling the LG PTAC units in the State of Hawai'i, Defendants impliedly warranted that the LG PTAC units were built in a workmanlike manner and were fit for use in

the State of Hawai‘i.

55. The LG PTAC units are defective and not fit for the ordinary purposes for which they are used because they are unfit for use in the State of Hawai‘i.

56. As a result of Defendants’ breach of implied warranty, Plaintiffs’ and the Class Members’ LG PTAC units are significantly and prematurely corroding—including components of the sealed refrigerating system, along with the heater, heater protections, solenoids, capacitors, wiring and hardware, framing, screws, nuts and bolts of the system—and leaking refrigerant, which impedes the ability of the LG PTAC units to function properly and fail to function as any consumer would expect. Refrigerant leaks also danger Plaintiffs’ and Class Members’ health.

COUNT III

BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

57. Plaintiffs restate and reallege each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

58. Defendants are in the business of designing, manufacturing, selling, and shipping LG PTAC units. Defendants sold and/or shipped LG PTACs in the State of Hawai‘i.

59. When Defendants sold and/or shipped the LG PTAC units in the State of Hawai‘i, Defendants were aware that LG PTAC units would be used in the environmental conditions in the State of Hawai‘i.

60. Plaintiffs and Class Members relied on Defendants to sell LG PTAC units fit for the environmental conditions in the State of Hawai‘i. Defendants knew that Plaintiffs and Class Members were relying on Defendants skill or judgment to select and sell PTAC units that were fit for the environmental conditions in the State of Hawai‘i.

61. LG PTAC units are defective and not fit for the specific environmental conditions in the State of Hawai‘i for which they are used because they are significantly and prematurely corroding.

62. As a result of Defendants’ breach of implied warranty, Plaintiffs’ and the Class Members’ LG PTAC units are significantly and prematurely corroding—including components

of the sealed refrigerating system, along with the heater, heater protections, solenoids, capacitors, wiring and hardware, framing, screws, nuts and bolts of the system—and leaking refrigerant, which impedes the ability of the LG PTAC units to function properly and fail to function as any consumer would expect. Refrigerant leaks also danger Plaintiffs’ and Class Members’ health.

COUNT IV

UNFAIR BUSINESS PRACTICES VIOLATION OF HRS §§ 480 *et seq.*

63. Plaintiffs restate and reallege each and every allegation contained in the foregoing paragraphs as though fully set forth herein.

64. As natural persons, Plaintiffs and the Class are consumers, pursuant to HRS § 480-1.

65. Plaintiffs and the Class are also “persons,” pursuant to HRS § 480-1.

66. Defendants engaged in unfair and deceptive acts or practices when they, among other misconduct described herein:

- Sold and/or shipped LG PTAC units in the State of Hawai‘i with defective manufacturing and workmanship, that they knew or had reason to know were unfit for use in the State of Hawai‘i;
- Failed to disclose that LG PTAC components were unfit for use in the State of Hawai‘i because components would significantly and prematurely corrode in normal and typical use under the environmental conditions in the State of Hawaii—including the sealed refrigerating system, along with the heater, heater protections, solenoids, capacitors, wiring and hardware, framing, screws, nuts and bolts of the system—and leaked refrigerant, which impedes the ability of the LG PTAC units to function properly and fail to function as any consumer would expect; and
- Disclaimed any warranty for LG PTAC units used in a “corrosive coastal environment,” while simultaneously selling LG PTAC units that were not protected from corrosion in the State of Hawai‘i.

67. These practices were unscrupulous, substantially injurious, and/or had the tendency to mislead purchasers, who expected that if Defendants sold LG PTAC units in the State of Hawai‘i, LG PTAC units would be free of defects and fit for use in the State of Hawai‘i.

68. Defendants’ disclaimer for any warranty for LG PTAC units used in a “corrosive coastal environment” is unconscionable since Defendants knew or should have known of the environmental conditions in the State of Hawai‘i prior to selling their PTAC units in the State.

69. Defendants’ unfair and/or deceptive business practices also amount to unfair competition under HRS § 480-2. Defendants’ unfair and deceptive business practices negatively affected competition by hiding the true market value of the LG PTACs; thus, giving Defendants an unfair market advantage relative to other air conditioner options.

70. As a legal result of Defendants’ unfair and deceptive acts and practices, Defendants have caused economic damages to Plaintiffs and the Class, including causing them to incur attorneys’ fees and costs in amounts to be proven at trial.

71. As a legal result of Defendants’ unfair and deceptive acts and practices, Plaintiffs and the Class are entitled to an award of three times their damages, attorneys’ fees and costs in amounts to be proven at trial.

WHEREFORE, Plaintiffs pray for judgment and relief as follows:

1. Confirmation that this lawsuit is properly maintainable as a class action and certification of the Class, the named plaintiffs as Class Representatives, and Kenneth S. Kasdan, Sharla Manley, and Christopher K. Hikida as Class Counsel;
2. Damages according to proof, including but not limited to the monetary amounts needed to replace the defective LG PTAC units with PTAC units fit for use in the State of Hawai‘i and capable of withstanding the environment;
3. Injunctive relief;
4. Specific performance;
5. Treble damages;
6. Prejudgment and post judgment interest;

7. Attorneys' fees and costs; and
8. Such other and further relief the Court may deem just and proper.

DATED: Honolulu, Hawai'i, May 10, 2021.

/s/ Christopher K. Hikida

KENNETH S. KASDAN

SHARLA MANLEY

CHRISTOPHER K. HIKIDA

Attorneys for Plaintiffs and the Putative Class

For more information and
customer assistance, please call
or visit our website.



To request warranty service,
please contact LG Electronics
commercial support at

1 888-865-3026 (U.S.)
1 855-286-2456 (Canada)

Mailing Address

United States
ATTN: B2B Air and Energy
201 James Record Road
Huntsville, Alabama 35824

Canada
ATTN: CIC
LG Customer Interactive Center
20 Norelco Drive
North York, Ontario M9L 2X6



LG Electronics, Inc.
www.lghvac.com



P/No:MBM64676507

LG PACKAGED TERMINAL AIR CONDITIONER SYSTEMS

Applicable Model Numbers

LP***CD2B
LP***HD2B
LP***CD3B
LP***HD3B
LP***CDUC
LP***HDUC*

This limited warranty is valid either in the United States or
Canada (but not both), and applies only in the country the
product was purchased and installed, and only if the product
was acquired from an authorized LG distributor, in the country
in which the distributor was authorized to sell the product.

EXHIBIT "1"

**FOR A COPY OF THIS WARRANTY,
VISIT WWW.LGHVAC.COM**

LG PACKAGED TERMINAL AIR CONDITIONER LIMITED WARRANTY**WHAT THIS WARRANTY COVERS**

LG Electronics, Inc. ("LG") warrants your LG Packaged Terminal Air Conditioner ("Product") against defect in materials or workmanship under normal use, and during the warranty period set forth below, LG will, at its option, repair or replace the product. Replacement part(s) will meet intended fit and function of the original part(s). Replacement parts or leak repairs are warranted for the unexpired portion of the original warranty period. LG will also provide a labor allowance per the table below. This limited warranty is valid only to the original retail purchaser of the product while the system remains at the original installation site, and is not assignable or transferable to any subsequent purchaser or user. The warranty period commences from the date of purchase.

WARRANTY PERIOD

PERIOD	LG WILL COVER
One Year From the Date of the Original Purchase	Any part of LGE Packaged Terminal Air-Conditioner that fails because of a defect in materials or workmanship. During this full one-year warranty, LGE will also provide, free of charge, all labor and on-site service to replace the defective part.
Five Years From the Date of the Original Purchase	Any part of the sealed refrigerating system (the compressor, condenser, evaporator, and all connecting tubing) that fails because of a defect in materials or workmanship. During this full five-year sealed refrigerating system warranty, LGE will also provide, free of charge, all labor and on-site service to replace the defective part.
Five Years From the Date of the Original Purchase	For the second through the fifth year from the date of original purchase, LGE will replace certain parts that fail due to a defect in materials or workmanship. Parts covered are fan motors, switches, thermostats, heater, heater protectors, compressor overload, solenoids, circuit boards, auxiliary controls, thermistors, frost controls, ICR pump, capacitors, varistors, and indoor blower bearing. During this limited five-year parts warranty, you will be responsible for any labor or on-site service costs.

LIMITED WARRANTY EXCLUSIONS AND LIMITATIONS

- Service trips to deliver, pick up, install, instruct, replace fuses; connect wiring or plumbing; or correct unauthorized repairs.
- Transportation charges incurred in connection with warranty service.
- Failure of product to perform during power failures and interruptions, or incorrect / inadequate electrical service.
- Installation, set up, or adjustments of user controls.
- Products that have had a serial number or any part thereof altered, defaced, or removed.
- Property damages, malfunction or failure of the product, or personal injury caused by or resulting from:
 - Accident, misuse, abuse, or negligence by the consumer;
 - From improper installation, repair, maintenance, storage, or alteration;
 - Product used in any manner contrary to permissible applications and instructions outlined in the Product Operation Manual including physical abuse to or misuse of the Product;
 - Improper or deferred maintenance as described in the Operation Manual such as failure to clean coils, change / clean air filters, etc., or any Product damaged by excessive physical or electrical stress;
 - Operating the Product in a corrosive coastal environment, or in an environment containing corrosive chemical agents or other hazardous chemicals;
 - Installation, alteration, repair or service contrary to permissible applications and instructions outlined in the Product Operation Manual;
 - Improper matching of Product components;
 - Improper sizing or design of the Product;
 - Inadequate air supply;
 - Improper repair using parts not approved or specified by the manufacturer;
 - Use of accessories or components that are not compatible with the Product;
 - Leaky, broken, or frozen water pipes, or restricted drain lines;
 - Modification of or incorporation into other products;
 - Freight or handling damage, damage caused by force majeure, or other factors such as power surge damage caused by lightning and fluctuations in or interruptions of electrical power;
 - Unpacking and / or removal of protective shipping;
 - Increases in utility costs and additional utility expenses.

LG PACKAGED TERMINAL AIR CONDITIONER LIMITED WARRANTY

No other warranty is applicable to this product. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. NEITHER THE MANUFACTURER NOR ITS DISTRIBUTOR SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.

Some states and / or territories do not allow the exclusion or limitation of incidental / consequential damages or limitations on how long an implied warranty lasts, so the above exclusion or limitation may not apply to you. This warranty gives you, the original purchaser, specific legal rights; you may also have other rights that vary from state to state or territory to territory.

HOW TO OBTAIN COVERED WARRANTY PARTS

Proof of the installation date by a licensed contractor is required when requesting warranty parts or service. Present the sales receipt, building permit, or other documentation that establishes proof and date of installation. If proof of purchase cannot be rendered, this Limited Warranty shall be deemed to begin from the date of manufacture.

For warranty labor credit, all service must be provided by an authorized LG PTAC service provider. The product must be installed and fully accessible. Rated electrical power must be available at the unit location. If during on-site service the repair cannot be completed, it may be necessary to remove, repair and return the unit. If on-site service is not available, LG may at its option arrange transportation to and from an LG authorized service center. LG is not responsible for unit removal, replacement or relocation of the unit if inaccessible or cannot be repaired on-site. Defective Parts must be made available to LG in exchange for the replacement Part(s) and become the property of LG.





REPLY TO HAWAII

1003 Bishop Street,
Suite 1180
Honolulu, Hawaii 96813
808.369.8393
808.369.8392 Fax

KASDANCDLAWHAWAII.COM

Sent Via Certified U.S. Mail

April 30, 2021

LG Electronics USA, Inc.
c/o B2B Air and Energy
201 James Record Road
Huntsville, Alabama 35824

RE: Warranty Claim – LG Packaged Terminal Air Conditioner Systems

Dear Sir or Madam,

By and through their counsel, Kasdan, Turner, Thomson, Booth LLC, Warranty Claimant Ingrid Weisse on behalf of herself and all others that are similarly situated and Loren Bullard on behalf of herself and all similarly situated (Warranty Claimants) on behalf of themselves and all owners of LG PTAC units in the State of Hawai'i hereby provide Notice of Warranty Claims concerning LG Packaged Terminal Air Conditioner Systems manufactured and sold by LG, specifically model numbers LP073CDUC, LP123CDUC, and LP153CDUC and all of the PTAC units sold and installed in Hawaii in the last five years including model numbers:

- LP***CD2B;
- LP***HD2B;
- LP***CD3B;
- LP***HD3B;
- LP***CDUC; and
- LP***HDUC*

(collectively referred to as the "Products" or "PTAC").

This Warranty Claim seeks remedies for defects discovered in the Products as set forth herein. Warranty Claimant's PTAC units were installed in condominium units where they are owners in that certain 43-floor high-rise building located at 988 Halekauwila, Honolulu, Hawai'i. Proof of sale and installation of the Products is enclosed herein as Exhibit A.

Warranty Claimants assert that the PTAC units are defective in materials, design and manufacture in that the condenser, evaporator and all connective tubing has failed due to a defect in manufacturing and workmanship. Extensive corrosion has occurred in the components of the sealed refrigerating system,

HAWAII*	ARIZONA	CALIFORNIA (SOUTHERN)	CALIFORNIA (NORTHERN)	NEW MEXICO
1003 Bishop Street Suite 1180 Honolulu, Hawaii 96813 808.369.8393 808.369.8392 Fax	3200 North Central Avenue Suite 2100 Phoenix, Arizona 85012 602.224.7800 602.224.7801 Fax	18100 Von Karman Avenue Suite 750 Irvine, California 92612 949.851.9000 949.833.9455 Fax	1990 North California Boulevard Suite 1060 Walnut Creek, California 94596 925.906.9220 925.906.9221 Fax	6301 Indian School Road NE Suite 720 Albuquerque, New Mexico 87110 505.219.4204 505.219.4205 Fax

EXHIBIT A

*KASDAN TURNER THOMSON BOOTH LLC PRACTICE IS IN AFFILIATION WITH KASDAN TURNER THOMSON BOOTH LLP

RE: Warranty Claim – LG Packaged Terminal Air Conditioner Systems

Date: April 30, 2021

Page 2

and refrigerant has leaked from the system. Additionally, components including the heater, heater protections, solenoids, capacitors, wiring and hardware have corroded as well as framing, screws, nuts and bolts of the system. The products are unfit for sale and use in the State of Hawai'i. The units are defective in design and manufacturing and materials and are unfit for installation in the tropical climate of the State of Hawai'i.

As a result of the corrosion, the PTAC units have failed and are leaking refrigerant from the pipes, tubes, and condensers. The refrigerant leaks have impeded the ability of the PTAC units to function properly. Refrigerant leaks pose a danger to human health.

Warranty Claimants hereby provide notice of their warranty claims, brought on behalf of themselves individually and all other similarly situated owners of PTAC systems in the state of Hawai'i. Claimants demand replacement of all units sold in Hawai'i with units which are fit for use in the environment and will not corrode.

Warranty Claimants make these demands exclusive of any of their claims that they may have concerning the Products against others.

Sincerely,



Kenneth S. Kasdan

Senior Partner

kskasdan@kasdancdlaw.com

Enclosure: Ke Kilohana PTAC Submittal



Maui 202 Lalo Street • Kahului, HI. 96732-2924
Phone: (808) 877-3902 • Fax: (808) 871-6828
Service Dept: (808) 877-4040 • Fax: (808) 873-6199
Oahu 2265 Hoonee Place • Honolulu, HI. 96819
Phone: (808) 841-2112 • Fax: (808) 847-1991

Ke Kilohana Ward Village Land Block 5

- DDL Job No. 16122 • Island of Oahu •
- Submittal Date: 6/1/2017 • Revision R0 •

Packaged Cooling Systems

SECTION 23 74 00

Paragraph	Paragraph Description
2.04	PACKAGED TERMINAL AIR CONDITIONER

Tags	Items
PTAC UNITS	LG PTAC
Exhaust Fans	Fantech

SHOP DRAWING REVIEW		
<input checked="" type="checkbox"/> No exceptions taken	<input checked="" type="checkbox"/> Note markings	Response Required:
<input type="checkbox"/> Comments attached	<input type="checkbox"/> Rejected	<input type="checkbox"/> Confirm <input type="checkbox"/> Resubmit
<small>Engineers review is for general conformance with the design concept and contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the project plans and specifications, no departures therefrom. The contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions for selecting fabrication processes, for techniques of assembly, and for performing their work in a safe manner.</small>		
NOTKIN HAWAII INC. Consulting Mechanical Engineers		
By <u>JASON HUYNH</u>	Date <u>07/30/17</u>	

NHI Response:

1. LG-PTAC is approved. Show equipment tags for PTAC units (PTAC-1, PTAC-2, PTAC-3).
2. Dryer booster fan DBF-1 has been removed in Addendum #004. Remove DBF-1 from submittal.

Job Name/Location: Block 6

Date: 03/15/2017

PO No.:

Architect:

Engr: Notkin Hawaii

Rep: DMG HAWAII

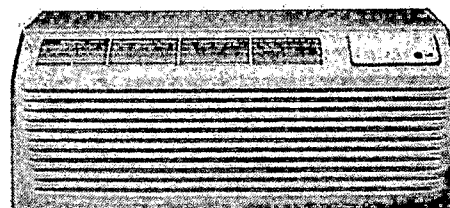
(Company) (Project Manager)

For: ☐ File ☐ Resubmit

☒ Approval ☐ Other

GC:

Mech: DORVIN LEIS



Packaged Terminal Air Conditioners (PTAC)

208 - 230V Heating & Cooling Models



SPECIFICATIONS		Unit	LP073CDUC		LP093CDUC		LP123CDUC		LP153CDUC	
Power Supply		V/Hz/Φ	208/60/1	230/60/1	208/60/1	230/60/1	208/60/1	230/60/1	208/60/1	230/60/1
Operating Range: Heating/Cooling		*F	-4-75/54-115		-4-75/54-115		-4-75/54-115		-4-75/54-115	
Cooling Capacity		Btu/h	7,100	7,300	9,300	9,500	12,000	12,200	14,900	15,100
Heating Capacity		Btu/h	-	-	-	-	-	-	-	-
Electric Heater Capacity	with 15A cord	Btu/h (kW)	7,800 (2.3)	8,100 (2.4)	7,800 (2.3)	8,100 (2.4)	7,800 (2.3)	8,100 (2.4)	7,800 (2.3)	8,100 (2.4)
	with 20A cord	Btu/h (kW)	10,900 (3.2)	11,200 (3.3)	10,900 (3.2)	11,200 (3.3)	10,900 (3.2)	11,200 (3.3)	10,900 (3.2)	11,200 (3.3)
	with 30A cord	Btu/h (kW)	15,700 (4.6)	16,000 (4.7)	15,700 (4.6)	16,000 (4.7)	15,700 (4.6)	16,000 (4.7)	15,700 (4.6)	16,000 (4.7)
EER		Btu/h.W	13.3		12.7		11.9		11.2	
COP		WW	-		-		-		-	
Weight Net/Shipping		lbs	95/109		95/109		99/113		115/129	
Dimensions: W x H x D		in	42 x 16 x 21		42 x 16 x 21		42 x 16 x 21		42 x 16 x 21	
Sound Pressure Max: IDU/ODU		dB(A)	45/61		46/61		50/63		51/64	
Indoor Air Circulation Max		CFM	270		270		420		420	
Outside Air Intake (Manual Damper)		CFM	50		60		70		70	
Dehumidification		pts/hr	1.7		2.6		3.0		4.3	

ELECTRICAL		Unit	LP073CDUC		LP093CDUC		LP123CDUC		LP153CDUC	
Power Supply		V/Hz/Φ	208/60/1	230/60/1	208/60/1	230/60/1	208/60/1	230/60/1	208/60/1	230/60/1
MCA	with 15A cord	A	14.5	13.6	14.5	13.6	14.5	13.6	14.5	13.6
	with 20A cord	A	19.8	18.6	19.8	18.6	19.8	18.6	19.8	18.6
	with 30A cord	A	28.3	26.2	28.3	26.2	28.3	26.2	28.3	26.2
MOP	with 15A cord	A	15		15		15		15	
	with 20A cord	A	20		20		20		20	
	with 30A cord	A	30		30		30		30	
Cooling Rated Amps		A	2.7	2.5	3.7	3.4	5.1	4.7	6.6	6.1
Heating Rated Amps		A	-	-	-	-	-	-	-	-
Cooling Power Input		W	535	550	730	745	1,005	1,025	1,330	1,345
Heating Power Input		W	-	-	-	-	-	-	-	-

1: EER - Energy Efficiency Ratio
 2: COP - Coefficient of Performance
 3: IDU - Indoor Unit
 4: ODU - Outdoor Unit
 5: MOP - Maximum Overcurrent Protection
 6: MCA - Minimum Circuit Ampacity

Standard Features:

- Auto restart
- Digital control display
- Dip switch setting for temperature limiting
- Energy saver mode
- Freeze room protection
- Front desk control
- GoldFin™ anti-corrosion treatment for condenser
- High energy efficiency
- Temperature display on unit
- Ultra-quiet operation

Required Accessories:

- Choose one of these three power cords to select heating capacity for 208-230V units:

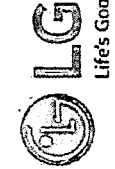
- ☐ AYUH2115 - 15A - 2.3/2.4 kW
- ☐ AYUH2120 - 20A - 3.2/3.3 kW
- ☐ AYUH2130 - 30A - 4.6/4.7 kW

Optional Accessories:

- See page 3

Job Name/Location: Block O

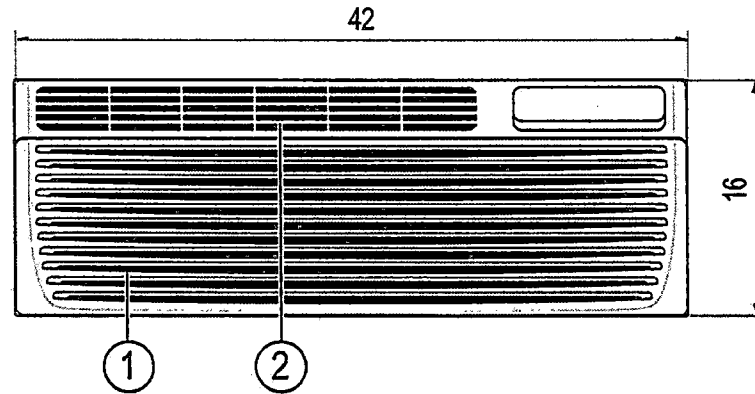
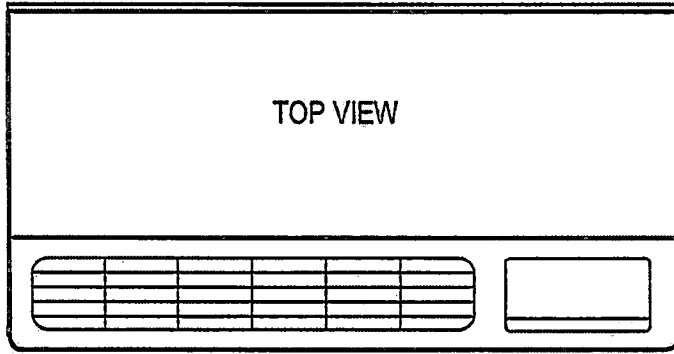
Packaged Terminal Air Conditioners (PTAC)
208 - 230V Heating & Cooling Models



Tag #: PTAC Units

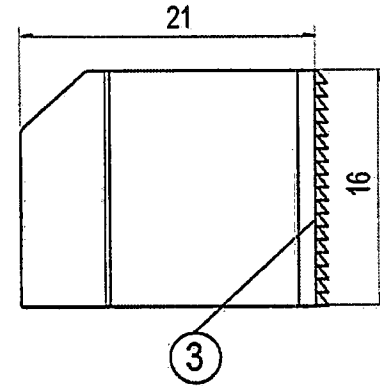
Date: 03/15/2017

PO No.:



Unit: inch

Item No.	Part name	Remark
1	Inlet Grille	
2	Vertical Air Deflector	
3	Architectural Grille	



Notes:

1. The unit should not be installed in a closed area.
2. In an area or space having no proper circulation, an air guide should be installed on the outdoor side.

Packaged Terminal Air Conditioners (PTAC)

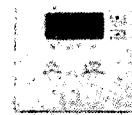
208 - 230V Heating & Cooling Models



Tag #: PTAC Units

Date: 03/15/2017

PO No.:



OPTIONAL ACCESSORIES:

AYWH110

PYRCUCA0B / PYRCUCC1HB

TYPE	MODEL#	NAME
Control	<input type="checkbox"/> AYWH110	Wired Wall Thermostat Connection Kit (1 included with every PTAC)
	<input type="checkbox"/> PYRCUCA0B	Digital Wired Wall Thermostat
	<input type="checkbox"/> PYRCUCC1HB	Digital Wireless Wall Thermostat

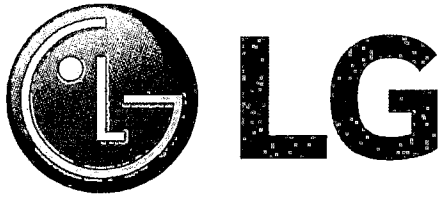
AYAD101							
TYPE	MODEL#	NAME					
Indoor	<input type="checkbox"/> AYAD101	Air Deflector					
	<input type="checkbox"/> AYCP101	Control Panel Key Lock					
	<input type="checkbox"/> AYFT110	Replacement Filters (10-pack)					
	<input type="checkbox"/> AYHW101	Hardwire Kit					
	<input type="checkbox"/> AYLD1A	Lateral Duct Kit					
	<input type="checkbox"/> AYLL101A	Leveling Legs (set of 2)					
	<input type="checkbox"/> AYRE110	Remote Escutcheon Kit (10-Pack)					
	<input type="checkbox"/> AYSB1101A	Sub Base (208/230V, 20A)					
	<input type="checkbox"/> AYSB2101A	Sub Base (208/230V, 30A)					
	<input type="checkbox"/> AYSB5101	Protective Sub Base Panel					
	<input type="checkbox"/> AYSB6101	Non-electrical Sub Base					

AYAGALA01A/AYAGALB01A/AYAGALC01A	AYAGPLB01/AYAGPLC01/AYAGPLD01				
TYPE	MODEL#	NAME			
Outdoor	<input type="checkbox"/> AYAGALA01A	Aluminum Architectural Grille			
	<input type="checkbox"/> AYAGALB01A	Dark Bronze Color Architectural Grille			
	<input type="checkbox"/> AYAGALC01A	Soft Dove Color Architectural Grille			
	<input type="checkbox"/> AYAGPLB01	Dark Bronze Color Polymer Grille			
	<input type="checkbox"/> AYAGPLC01	Soft Dove Color Polymer Grille			
	<input type="checkbox"/> AYAGPLD01	White Color Polymer Grille			
	<input type="checkbox"/> AYDR101A	Condensate Drain Kit			
	<input type="checkbox"/> AYFDSV01A	Four-piece Insulated Snap Together Wall Sleeve			
	<input type="checkbox"/> AYRGALA01	42" Stamped Aluminum Grille			
	<input type="checkbox"/> AYSVB01A	42" One Piece Insulated Wall Sleeve			

REQUIRED ACCESSORY FOR 208-230V PTAC (choose one power cord):



TYPE	MODEL#	NAME
Power Cord	<input type="checkbox"/> AYUH2115	15 Amp electrical cord and plug for 208V/230V PTAC models that have universal heater (2.3/2.4 kW)
	<input type="checkbox"/> AYUH2120	20 Amp electrical cord and plug for 208V/230V PTAC models that have universal heater (3.2/3.3 kW)
	<input type="checkbox"/> AYUH2130	30 Amp electrical cord and plug for 208V/230V PTAC models that have universal heater (4.6/4.7 kW)



WARRANTY CARD LG PACKAGED TERMINAL AIR CONDITIONER (PTAC) SYSTEMS

Applicable PTAC Systems:

LP***HDUC1

LP***HDUC

LP***CDUC

LP***CD2B

LP***HD2B

LP***CD3B

LP***HD3B

LP***CD2B

LP***HD2B

LP***CD3B

LP***HD3B

LP***IHP

Applicable PTAC Accessories:

Electrical Cords and Plugs (AYUH***)

THIS LIMITED WARRANTY APPLIES ONLY IF THE PRODUCT WAS PURCHASED AND INSTALLED IN THE UNITED STATES, ONLY IF THE PRODUCT WAS ACQUIRED FROM AN AUTHORIZED LG DISTRIBUTOR, AND ONLY IF THE DISTRIBUTOR WAS AUTHORIZED TO SELL THE PRODUCT IN THE UNITED STATES.

FOR A COPY OF THIS WARRANTY, VISIT WWW.LGHVAC.COM.

LIMITED WARRANTY TERMS

LG Electronics U.S.A., Inc. ("LG") warrants your LG Packaged Terminal Air Conditioner ("Product") against defect in materials or workmanship under normal use during the warranty period set forth below. LG will, at its option, repair or replace the Product. Replacement part(s) will meet intended fit and function of the original part(s). Replacement parts or leak repairs are warranted for the unexpired portion of the original warranty period. LG will also provide a labor allowance per the table below. This limited warranty is valid only to the original retail purchaser of the product while the system remains at the original installation site, and is not assignable or transferable to any subsequent purchaser or user. The warranty period commences from the date of purchase. The remedies set forth below are exclusive remedies during the periods described.

LIMITED WARRANTY PERIOD

FOR THE PERIOD OF	LG WILL COVER
One Year From the Date of the Original Purchase	Replacement of malfunctioning Product and Parts for one (1) year from the date of original installation. Any part of Product that fails because of a defect in materials or workmanship. During this full one-year warranty, LG will also provide, free of charge, all labor and on-site service to repair or replace the defective part.
Two to Five Years From the Date of the Original Purchase	Any part of the sealed refrigerating system (i.e., the compressor, condenser, evaporator, and all connecting tubing) that fails because of a defect in materials or workmanship. During this full five-year sealed refrigerating system warranty, LG will also provide, free of charge, all labor and on-site service to repair or replace the defective part.
Two to Five Years From the Date of the Original Purchase	Certain parts that fail because of a defect in materials or workmanship. Parts covered are fan motors, switches, thermostats, heater, heater protectors, compressor overload, solenoids, circuit boards, auxiliary controls, thermistors, frost controls, ICR pump, capacitors, varistors, and indoor blower bearings. During this limited five-year parts warranty, LG will not be responsible for any labor or on-site service costs.

LIMITED WARRANTY EXCLUSIONS AND LIMITATIONS

LG will NOT cover:

1. Service trips to deliver, pick up, or install or instruct on the use of Product; replace fuses or reset circuit breakers; connect wiring or plumbing; or correct unauthorized repairs.
2. Transportation charges incurred in connection with warranty service.
3. Failure of Product to perform due to power failures, surges and interruptions, or incorrect / inadequate voltage or electrical service.
4. Installation, set up, or adjustments of user controls.
5. Products that have had a serial number or any part thereof altered, defaced, or removed.
6. Increases in utility costs and additional utility expenses.
7. Expedited freight charges, unless pre-approved in writing by LG.
8. Property damage, malfunction or failure of the Product, or personal injury caused by or resulting from:
 - (a) Accident, misuse, abuse, or negligence by the consumer;
 - (b) Improper installation, repair, maintenance, storage, or alteration contrary to permissible applications and instructions outlined in the Product Operation Manual, including improperly attaching accessories to the Products;

- (c) Product operated or used in any manner contrary to permissible applications and instructions outlined in the Product Operation Manual, including physical abuse to or misuse of the Product;
- (d) Improper or deferred maintenance as described in the Operation Manual, such as failure to clean coils, change / clean air filters, etc., or any Product damaged by excessive physical or electrical stress;
- (e) Operating Product in a corrosive coastal environment, or in an environment containing corrosive chemical agents or other hazardous chemicals;
- (f) Products that are installed in incomplete structures;
- (g) Improper matching of Product components;
- (h) Improper sizing or design of the Product;
- (i) Inadequate air supply;
- (j) Use of parts not approved or specified by the manufacturer;
- (k) Use of unapproved refrigerant types, including used or recycled refrigerants;
- (l) Leaky, broken, or frozen water pipes, or restricted drain lines;
- (m) Modification of the Product or incorporation of the Product into other products;
- (n) Freight or handling damage, damage caused by floods, fires, winds, lightning, accidents, or other acts of God or conditions beyond LG's control; and
- (o) Unpacking and / or removal of protective packaging.

No other warranty is applicable to this product.

LIMITATION OF WARRANTY SCOPE

THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. NEITHER THE MANUFACTURER NOR ITS DISTRIBUTOR SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.

SOME STATES AND / OR TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL / CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU, THE ORIGINAL PURCHASER, SPECIFIC LEGAL RIGHTS; YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR TERRITORY TO TERRITORY.

OBTAINING COVERED WARRANTY PARTS

Proof of the installation date by a licensed contractor is required when requesting warranty parts or service. Present the sales receipt, building permit, or other documentation that establishes proof and date of installation. If proof of purchase cannot be rendered, this Limited Warranty shall be deemed to begin (three months) from the date of manufacture.

For warranty labor credit, all service must be provided by an authorized LG PTAC service provider. The product must be installed and fully accessible. Rated electrical power must be available at the unit location. If during on-site service the repair cannot be completed, it may be necessary to remove, repair and return the unit. If on-site service is not available, LG may at its option arrange transportation to and from an LG authorized service center. LG is not responsible for unit removal, replacement or relocation of the unit if it is inaccessible or cannot be repaired on-site. Defective Parts must be made available to LG in exchange for the replacement Part(s) and become the property of LG.

WD_LG_PTAC_and_Access_Warranty_10_20
Supersedes: WD_LG_PTAC_and_Access_Warranty_05_18
WD_LG_PTAC_and_Access_Warranty_12_17
WD_PTAC_and_Access_Warranty_12_16

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAI'I

INGRID WEISSE and LOREN BULLARD,
Individually and in their Representative
Capacities and on Behalf of a Class of All
Persons Similarly Situated,

Plaintiffs,

v.

LG ELECTRONICS, INC.; LG
ELECTRONICS USA, INC.; DOES 1-10;
DOE PARTNERSHIPS 1-10; DOE
CORPORATIONS 1-10; DOE
GOVERNMENTAL AGENCIES 1-10; and
DOE ASSOCIATIONS 1-10,

Defendants.

CIVIL NO. _____
(Consumer)

DEMAND FOR JURY TRIAL

DEMAND FOR JURY TRIAL

Plaintiffs INGRID WEISSE and LOREN BULLARD, Individually and in their
Representative Capacities and on Behalf of a Class of All Persons Similarly Situated, by and
through its counsel, hereby demand trial by jury on all issues so triable herein.

DATED: Honolulu, Hawai'i, May 10, 2021.



/s/ Christopher K. Hikida

KENNETH S. KASDAN

SHARLA MANLEY

CHRISTOPHER K. HIKIDA

Attorneys for Plaintiffs and the
Putative Class

STATE OF HAWAII CIRCUIT COURT OF THE FIRST CIRCUIT		SUMMONS TO ANSWER CIVIL COMPLAINT	CASE NUMBER
PLAINTIFF	VS.	DEFENDANT(S)	
INGRID WEISSE and LOREN BULLARD, Individually and in their Representative Capacities and on Behalf of a Class of All Persons Similarly Situated		LG ELECTRONICS, INC.; LG ELECTRONICS USA, INC.; DOES 1-10; DOE PARTNERSHIPS 1-10; DOE CORPORATIONS 1-10; DOE GOVERNMENTAL AGENCIES 1-10; and DOE ASSOCIATIONS 1-10	
PLAINTIFF'S NAME & ADDRESS, TEL. NO. KENNETH S. KASDAN, 10710 SHARLA MANLEY, 8868 CHRISTOPHER K. HIKIDA, 10935 KASDAN TURNER THOMSON BOOTH LLC 1003 Bishop Street, Suite 1180 Honolulu, Hawai'i 96813 Tel. (808) 369-8393			
TO THE ABOVE-NAMED DEFENDANT(S) You are hereby summoned and required to file with the court and serve upon KASDAN TURNER THOMSON BOOTH LLC, 1003 Bishop Street, Suite 1180, Honolulu, Hawai'i 96813 _____ plaintiff's attorney, whose address is stated above, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. THIS SUMMONS SHALL NOT BE PERSONALLY DELIVERED BETWEEN 10:00 P.M. AND 6:00 A.M. ON PREMISES NOT OPEN TO THE GENERAL PUBLIC, UNLESS A JUDGE OF THE ABOVE-ENTITLED COURT PERMITS, IN WRITING ON THIS SUMMONS, PERSONAL DELIVERY DURING THOSE HOURS. A FAILURE TO OBEY THIS SUMMONS MAY RESULT IN AN ENTRY OF DEFAULT AND DEFAULT JUDGMENT AGAINST THE DISOBEYING PERSON OR PARTY.			
The original document is filed in the Judiciary's electronic case management system which is accessible via eCourt Kokua at: http://www.courts.state.hi.us		Effective Date of 28-Oct-2019 Signed by: /s/ Patsy Nakamoto Clerk, 1st Circuit, State of Hawai'i	
			
In accordance with the Americans with Disabilities Act, and other applicable state and federal laws, if you require a reasonable accommodation for a disability, please contact the ADA Coordinator at the Circuit Court Administration Office on OAHU- Phone No. 808-539-4400, TTY 808-539-4853, FAX 539-4402, at least ten (10) working days prior to your hearing or appointment date.			

KASDAN TURNER THOMSON BOOTH LLLC

KENNETH S. KASDAN 10710
SHARLA MANLEY 8868
CHRISTOPHER K. HIKIDA 10935
1003 Bishop Street, Suite 1180
Honolulu, Hawai'i 96813
Tel: (808) 369-8393

Attorneys for Plaintiffs

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19-MAY-2021
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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

INGRID WEISSE and LOREN BULLARD,
Individually and in their Representative
Capacities and on Behalf of a Class of All
Persons Similarly Situated,

Plaintiffs,

v.

LG ELECTRONICS, INC.; LG
ELECTRONICS USA, INC.; DOES 1-10;
DOE PARTNERSHIPS 1-10; DOE
CORPORATIONS 1-10; DOE
GOVERNMENTAL AGENCIES 1-10; and
DOE ASSOCIATIONS 1-10,

Defendants.

CIVIL NO. 1CCV-21-0000605
(Consumer)

ORDER GRANTING EX PARTE
APPLICATION FOR SERVICE OF
SUMMONS BY CERTIFIED MAIL FOR
DEFENDANT LG ELECTRONICS USA, INC.

**ORDER GRANTING EX PARTE APPLICATION FOR SERVICE OF SUMMONS BY
CERTIFIED MAIL FOR DEFENDANT LG ELECTRONICS USA, INC.**

Pursuant to the Ex Parte Application for Service of Summons by Certified Mail For Defendant LG ELECTRONICS USA, INC., Declaration of Christopher K. Hikida, Exhibit "A", and good cause appearing therefor, IT IS HEREBY ORDERED that service be made by mailing to LG ELECTRONICS USA, INC., c/o United States Corporation Company, 251 Little Falls Drive, Wilmington, DE 19808. Such mailing is to be by certified mail, postage prepaid, return receipt requested, and marked deliver to addressee only.

DATED: Honolulu, Hawai'i, May 19, 2021.

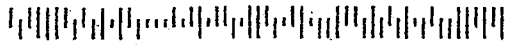
/s/ John M. Tonaki



JUDGE OF THE ABOVE-ENTITLED COURT

INGRID WEISSE and LOREN BULLARD, Individually and in their Representative Capacities and on Behalf of a Class of All Persons Similarly Situated vs. LG ELECTRONICS, INC.; LG ELECTRONICS USA, INC.; CIVIL NO. 1CCV-21-0000605; ORDER GRANTING EX PARTE APPLICATION FOR SERVICE OF SUMMONS BY CERTIFIED MAIL FOR DEFENDANT LG ELECTRONICS USA, INC.

Kasdan Tuma
1003
Honolulu, HI 10015



7020 0090 0000 4642 6006

RETURN RECEIPT
REQUESTED



1000



19808

U.S. POSTAGE PAID
FOM LG ENV
AIEA, HI
96701
MAY 19, 21
AMOUNT

\$8.45

R2303\$101033-17

Deliver to Addressee only;

LG ELECTRONICS USA, INC.
c/o United States Corporation Company
251 Little Falls Drive
Wilmington, DE 19808