



Legal Document

New Bedford District Court
Case No. 1933CV000128

**Citation Insurance Company As Assignee of Stephanie
and David Burek v. Tesla, Inc.**

Document 2



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COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss

NEW BEDFORD DISTRICT COURT

C.A. No. 1933CV0128

CITATION INSURANCE COMPANY a/s/o)
Stephanie and David Burek,)
Plaintiff)
)
v.)
)
TESLA, INC. AND AMPHENOL CORPORATION)
Defendants)

COMPLAINT

The Parties

1. The plaintiff, Citation Insurance Company (hereinafter "Citation"), is a duly organized corporation authorized to do business in the Commonwealth of Massachusetts and has a principle place of business located at 11 Gore Road, Webster, MA.
2. The defendant, Tesla, Inc. (hereinafter "Tesla") is a duly organized corporation authorized to do business in the Commonwealth of Massachusetts with a Registered Agent of CT Corporation System, 155 Federal St., Suite 700, Boston, MA.
3. The defendant, Amphenol Corporation (hereinafter "Amphenol") is a duly organized corporation authorized to do business in the Commonwealth of Massachusetts with a Registered Agent of CT Corporation System, 67 Burnside Ave, East Hartford, CT.

4. The subrogors, Stephanie and David Burek (hereinafter “Burek” or “the insured”), is a resident of the Commonwealth of Massachusetts and the owner of the property at 9 Sable Ave, Dartmouth, MA.

The Facts

5. At all relevant times, Burek maintained a homeowner’s insurance policy with the plaintiff, Citation.
6. Prior to the date of loss, May 29, 2018, Burek had Tesla solar panels installed on the roof of the residence at 9 Sable Ave, Dartmouth, MA.
7. On or about May 29, 2018, a fire occurred at 9 Sable Ave, Dartmouth, MA. 8. As a result and in accordance with the terms and conditions of Burek’s homeowner’s insurance policy, claims were made against Citation for property damage.
9. Citation paid \$12,185.43 to or on behalf of Burek in satisfaction of its obligation to and/or on behalf of its insured.

Count One – Negligent Manufacture against Tesla, Inc.

10. Citation hereby re-alleges each and every allegation contained within paragraphs 1 through 9 as if specifically set forth herein.
11. On or about May 29, 2018, the defendant, Tesla, negligently and carelessly manufactured the solar panels that were installed at 9 Sable Ave, Dartmouth, MA.
12. Due to the negligence of the defendant Tesla, there was a failure in the solar panels that resulted in a fire.
13. The fire caused damage to Burek’s home.

14. In accordance with the terms and conditions of the insurance policy, claims were made against Citation for property damage and additional living expenses.
15. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.
16. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of actions of Burek, the subrogor, to the extent of payments made to and/or on behalf of Burek and asserts its subrogation rights through this Complaint.
17. Citation states the damages suffered were proximately caused by the negligence and carelessness of the defendant, Tesla.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Two – Negligent Manufacturer and Installation against Tesla, Inc.

18. Citation hereby re-alleges each and every allegation contained within paragraphs 1 through 17 as if specifically set forth herein.
19. The defendant, Tesla, negligently and carelessly manufactured and installed solar panels in the 9 Sable Ave, Dartmouth, MA, causing a fire.
20. Due to the negligence of the defendant, Tesla, in failing to properly manufacture and/or install the solar panels at 9 Sable Ave, Dartmouth, MA, it failed, causing a fire.
21. In accordance with the terms and conditions of Burek's policy, claims were

- submitted against Citation for property damage and additional living expenses.
22. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.
 23. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of action of Burek, the subrogor, to the extent of payments made to and/or on behalf of Burek and asserts its subrogation rights through this Complaint.
 24. Citation states the damages suffered were proximately caused by the negligence and carelessness of the defendant, Tesla.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Three: Negligence/Failure to Warn against Tesla, Inc.

25. Citation hereby re-alleges each and every allegation contained within paragraphs 1 through 24 as if specifically set forth herein.
26. On May 29, 2018, as a result of the Defendant's failure to warn of dangers or problems with the plaintiff's solar panels, a fire was ignited and caused damage to Burek's home.
27. As a result and in accordance with the terms and conditions of Burek's homeowner's insurance policy, claims were made against Citation for property damage.

28. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.
29. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of action of Burek, the subrogor, to the extent of payments made to and/or on his behalf and asserts its subrogation rights through this Complaint.
30. Citation states the fire was proximately caused by the negligence and carelessness of the defendant.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Four: Breach of Expressed Contract against Tesla, Inc.

31. Citation hereby re-alleges each and every allegation contained within paragraphs 1 through 30 as if specifically set forth herein.
32. On May 29, 2018, Defendant breached its express contract with Burek against the faulty installation and/or manufacturer of the solar panels, resulting in damage to the insured's home.
33. As a result and in accordance with the terms and conditions of Burek's homeowner's insurance policy, claims were made against Citation for property damage.
34. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.

35. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of action of Burek, the subrogor, to the extent of payments made to and/or on his behalf and asserts its subrogation rights through this Complaint.
36. Citation states the fire was caused by the negligence and carelessness of the defendant, Defendant.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Five: Breach of Implied Contract against Tesla, Inc.

37. The plaintiff hereby realleges each and every allegation contained within paragraphs 1 through 36 as if specifically set forth herein.
38. On May 29, 2018, Defendant breached its implied contract with Burek against the faulty installation and/or manufacturer of the solar panels, resulting in damage to the insured's home.
39. As a result and in accordance with the terms and conditions of Burek's homeowner's insurance policy, claims were made against Citation for property damage.
40. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.
41. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights

and causes of action of Burek, the subrogor, to the extent of payments made to and/or on his behalf and asserts its subrogation rights through this Complaint.

42. Citation states the fire was caused by the negligence and carelessness of the defendant, Defendant.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Six: Breach of Expressed Warranty against Tesla, Inc.

43. The plaintiff hereby realleges each and every allegation contained within paragraphs 1 through 42 as if specifically set forth herein.
44. On May 29, 2018, the defendant Defendant breached its express warranty against improper installation and/or manufacture of the solar panels, and the solar panels was unfit for its intended use, resulting in a fire which caused damage to the insured's home.
45. As a result and in accordance with the terms and conditions of Burek's homeowner's insurance policy, claims were made against Citation for property damage.
46. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.
47. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of actions of Burek, the subrogor, to the extent of payments made

to and/or on behalf of each and asserts its subrogation rights through this Complaint.

48. Citation states the fire was caused by the negligence and carelessness of the defendant, Defendant.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Seven: Breach of Implied Warranty against Tesla, Inc.

49. The plaintiff hereby realleges each and every allegation contained within paragraphs 1 through 48 as if specifically set forth herein.
50. The plaintiff, Citation Insurance Company, states the fire damage to the insured's home was caused by the improper installation and/or manufacture of the solar panels, resulting in damage to the home and a breach of the implied warranty against improper installation and/or manufacture.
51. As a result and in accordance with the terms and conditions of Burek's homeowner's insurance policy, claims were made against Citation for property damage.
52. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.
53. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of actions of Burek, the subrogor, to the extent of payments made

to and/or on behalf of each and asserts its subrogation rights through this Complaint.

54. Citation states the fire and the resultant damages were proximately caused by the negligence and carelessness of the defendant.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Eight – Negligent Manufacture against Amphenol Corporation

55. Citation hereby re-alleges each and every allegation contained within paragraphs 1 through 54 as if specifically set forth herein.
56. On or about May 29, 2018, the defendant, Amphenol negligently and carelessly manufactured the solar panels, or its component parts, that were installed at 9 Sable Ave, Dartmouth, MA.
57. Due to the negligence of the defendant Tesla, there was a failure in the solar panels that resulted in a fire.
58. The fire caused damage to Burek's home.
59. In accordance with the terms and conditions of the insurance policy, claims were made against Citation for property damage and additional living expenses.
60. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.
61. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of actions of Burek, the subrogor, to the extent of payments made

to and/or on behalf of Burek and asserts its subrogation rights through this Complaint.

62. Citation states the damages suffered were proximately caused by the negligence and carelessness of the defendant, Amphenol.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Nine – Negligent Manufacturer and Installation against Amphenol Corporation

63. Citation hereby re-alleges each and every allegation contained within paragraphs 1 through 62 as if specifically set forth herein.
64. The defendant, Amphenol, negligently and carelessly manufactured and installed, or its component parts, solar panels in the 9 Sable Ave, Dartmouth, MA, causing a fire.
65. Due to the negligence of the defendant, Amphenol, in failing to properly manufacture and/or install the solar panels, or its component parts, at 9 Sable Ave, Dartmouth, MA, it failed, causing a fire.
66. In accordance with the terms and conditions of Burek's policy, claims were submitted against Citation for property damage and additional living expenses.
67. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.
68. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of action of Burek, the subrogor, to the extent of payments made

to and/or on behalf of Burek and asserts its subrogation rights through this Complaint.

69. Citation states the damages suffered were proximately caused by the negligence and carelessness of the defendant, Amphenol.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Ten: Negligence/Failure to Warn against Amphenol Corporation

70. Citation hereby re-alleges each and every allegation contained within paragraphs 1 through 69 as if specifically set forth herein.
71. On May 29, 2018, as a result of the Defendant's failure to warn of dangers or problems with the plaintiff's solar panels, or its component parts, a fire was ignited and caused damage to Burek's home.
72. As a result and in accordance with the terms and conditions of Burek's homeowner's insurance policy, claims were made against Citation for property damage.
73. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.
74. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of action of Burek, the subrogor, to the extent of payments made to and/or on his behalf and asserts its subrogation rights through this Complaint.

75. Citation states the fire was proximately caused by the negligence and carelessness of the defendant.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Eleven: Breach of Expressed Contract against Amphenol Corporation

76. Citation hereby re-alleges each and every allegation contained within paragraphs 1 through 75 as if specifically set forth herein.

77. On May 29, 2018, Defendant breached its express contract with Burek against the faulty installation and/or manufacturer of the solar panels, or its component parts, resulting in damage to the insured's home.

78. As a result and in accordance with the terms and conditions of Burek's homeowner's insurance policy, claims were made against Citation for property damage.

79. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.

80. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of action of Burek, the subrogor, to the extent of payments made to and/or on his behalf and asserts its subrogation rights through this Complaint.

81. Citation states the fire was caused by the negligence and carelessness of the defendant, Defendant.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Twelve: Breach of Implied Contract against Amphenol Corporation

82. The plaintiff hereby realleges each and every allegation contained within paragraphs 1 through 81 as if specifically set forth herein.
83. On May 29, 2018, Defendant breached its implied contract with Burek against the faulty installation and/or manufacturer of the solar panels, or its component parts, resulting in damage to the insured's home.
84. As a result and in accordance with the terms and conditions of Burek's homeowner's insurance policy, claims were made against Citation for property damage.
85. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.
86. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of action of Burek, the subrogor, to the extent of payments made to and/or on his behalf and asserts its subrogation rights through this Complaint.
87. Citation states the fire was caused by the negligence and carelessness of the defendant, Defendant.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Thirteen: Breach of Expressed Warranty against Amphenol Corporation

88. The plaintiff hereby realleges each and every allegation contained within paragraphs 1 through 87 as if specifically set forth herein.
89. On May 29, 2018, the defendant Defendant breached its express warranty against improper installation and/or manufacture of the solar panels, or its component parts and the solar panels was unfit for its intended use, resulting in a fire which caused damage to the insured's home.
90. As a result and in accordance with the terms and conditions of Burek's homeowner's insurance policy, claims were made against Citation for property damage.
91. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.
92. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of actions of Burek, the subrogor, to the extent of payments made to and/or on behalf of each and asserts its subrogation rights through this Complaint.
93. Citation states the fire was caused by the negligence and carelessness of the defendant, Defendant.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

Count Fourteen: Breach of Implied Warranty against Amphenol Corporation

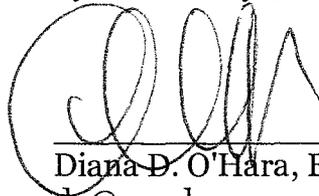
94. The plaintiff hereby realleges each and every allegation contained within paragraphs 1 through 93 as if specifically set forth herein.
95. The plaintiff, Citation Insurance Company, states the fire damage to the insured's home was caused by the improper installation and/or manufacture of the solar panels, or its component parts, resulting in damage to the home and a breach of the implied warranty against improper installation and/or manufacture.
96. As a result and in accordance with the terms and conditions of Burek's homeowner's insurance policy, claims were made against Citation for property damage.
97. Citation paid the sum of \$12,185.43 in satisfaction of its obligation to and/or on behalf of its insured, Burek.
98. Pursuant to the terms and conditions of the homeowner's insurance policy and applicable Massachusetts law, Citation now stands subrogated to the rights and causes of actions of Burek, the subrogor, to the extent of payments made to and/or on behalf of each and asserts its subrogation rights through this Complaint.
99. Citation states the fire and the resultant damages were proximately caused by the negligence and carelessness of the defendant.

WHEREFORE, the plaintiff seeks judgment against the defendant in the amount of \$12,185.43 and such other and further relief that this Honorable Court deems fair and just.

REQUEST FOR JURY TRIAL

The plaintiff, Citation, respectfully requests a jury trial on all issues pleaded or to be pleaded.

Respectfully Submitted,
Citation Insurance Company,
By its attorneys,



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4/23/19