



Legal Document

Middlesex County Superior Court

Case No. 2181CV01996

**Nuruzzaman, Syed v. Tesla Energy Operations, Inc. F/K/A
Solar City Corp. et al**

Document 1



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COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.:

_____)
 SYED NURUZZAMAN,)
 Plaintiff,)
))
 v.)
))
 TESLA ENERGY OPERATIONS, INC.,)
 f/k/a SOLAR CITY CORPORATION and)
 AMPHENOL CORPORATION,)
 Defendants.)
 _____)

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9/13/2021 JP

COMPLAINT AND JURY DEMAND

PARTIES

1. The Plaintiff, Syed Nuruzzaman (hereinafter referred to as “Nuruzzaman”), is a person residing at 12 Wheeler Road in Lexington, Middlesex County, Massachusetts 02420.
2. The Defendant, Tesla Energy Operations, Inc., formerly known as Solar City Corporation (hereinafter referred to as “Tesla”), is a Delaware corporation with a principal place of business in San Mateo, California.
3. The Defendant, Amphenol Corporation (hereinafter referred to as “Amphenol”), is a Delaware corporation with a principal place of business in Wallingford, Connecticut.

FACTS COMMON TO ALL COUNTS

4. On or about May 5, 2015, Nuruzzaman and Tesla entered into a written contract for the purchase of a solar panel system for property located at 12 Wheeler Road in Lexington (hereinafter referred to as “the House”), which was to be purchased from and installed by Tesla.
5. Tesla and/or contractors engaged by Tesla installed the solar panel system on the roof of the House in 2015.
6. The solar panels contained connectors manufactured by Amphenol.
7. On or about September 14, 2018, a fire occurred at the House.

8. The fire originated within the solar panel system and spread to the House, causing fire damage and water damage from firefighting efforts.

9. Syed Nuruzzaman as well as his family were at home at the time of the fire.

10. Syed Nuruzzaman and his family were forced to escape their burning home, and witnessed much of their cherished possessions being destroyed.

11. Syed Nuruzzaman suffered significant stress, anxiety, pain and suffering in the aftermath of the fire.

12. As a result of said stress, anxiety, pain and suffering, Syed Nuruzzaman presented to the hospital several days after the fire complaining of severe anxiety.

13. For several months after the fire, Syed Nuruzzaman had severe difficulty sleeping due to the loss of his CPAP machine in the fire, worsening his underlying stress, anxiety, and sleep apnea.

14. Syed Nuruzzaman incurred medical bills as a result of medical treatment sought as a result of said stress and anxiety post-fire.

15. Syed Nuruzzaman also lost nearly one hundred valuable Koi fish as a result of the fire.

16. The value of each Koi fish was valued an average of \$50, for a total loss of approximately \$5,000.00.

17. Said Koi fish were not compensated through his homeowner's insurance policy.

18. Moreover, in the months and years following the fire, Syed Nuruzzaman has continued to receive bills from Tesla/Solar City for his solar panels system.

COUNT I
NEGLIGENCE v. TESLA

19. The Plaintiff repeats, re-alleges, and incorporates by reference paragraphs 1 through 18 above, as if expressly rewritten and set forth herein.

20. The solar panel system Tesla installed was defective.

21. The solar panel system Tesla installed contained defective component parts.

22. The solar panel system Tesla installed was not installed in a good and workmanlike manner.

23. The solar panel system Tesla installed was not installed using contractors possessing adequate knowledge, skills and training to install properly a solar panel system.

24. As a result of Tesla's negligence, a fire originated within the solar panel system.

25. As a result of Tesla's negligence, the fire caused damage to the House and its contents.

26. As a result of Tesla's negligence, Syed Nuruzzaman suffered physical and emotional damages, pain and suffering, and medical expenses.

27. Syed Nuruzzaman sought insurance coverage under his homeowner's policy for the damage to the House, its contents and for alternate living expenses incurred while the House was reconstructed.

28. Said homeowner's insurance policy did not cover all of the damages Syed Nuruzzaman's suffered as a result of the fire, including but not limited to certain medical bills, pain and suffering, and the valuable Koi fish discussed above.

29. As a direct, proximate, and foreseeable result of the negligence of the Defendant, Tesla, the Plaintiff suffered and continues to suffer injuries, pain and suffering, medical expenses, and monetary damages from the loss of valuable Koi fish.

30. As a direct, proximate, and foreseeable result of the negligence of the Defendant, Tesla, the Plaintiff, continues to receive bills from Tesla/Solar City for the solar panels system.

WHEREFORE, the Plaintiff, Syed Nuruzzaman, demands judgment against the Defendant, Tesla, for all damages and costs, including attorney's fees and any other relief this Court deems appropriate.

COUNT II
BREACH OF EXPRESS WARRANTY V. TESLA

31. The Plaintiff repeats, re-alleges, and incorporates by reference paragraphs 1 through 30 above, as if expressly rewritten and set forth herein.

32. The contract between Syed Nuruzzaman and Tesla provides in part:

During the entire Warranty Period, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of materials or components (the "System Warranty").

33. Tesla breached its express warranty as the solar panel system was not free from defects and was not installed properly, resulting in the fire at issue.

34. As a result of Tesla's breach of warranty, Syed Nuruzzaman sustained damages to his home, its contents, as well as physical and emotional pain and suffering and incurred medical expenses.

WHEREFORE, the Plaintiff, Syed Nuruzzaman, demands judgment against the Defendant, Tesla, for all damages and costs, including attorney's fees and any other relief this Court deems appropriate.

COUNT III
BREACH OF IMPLIED WARRANTY V. TESLA

35. The Plaintiff repeats, re-alleges, and incorporates by reference paragraphs 1 through 34 above, as if expressly rewritten and set forth herein.

36. As the seller of the solar panel system, Tesla impliedly warranted that it would be fit for ordinary purposes while in ordinary use.

37. Tesla breached its implied warranty of merchantability as the solar panel system was not free from defects and was not properly installed.

38. As a result of Tesla's breach of warranty, Syed Nuruzzaman sustained damages to his home, its contents, as well as physical and emotional pain and suffering, and incurred medical expenses.

WHEREFORE, the Plaintiff, Syed Nuruzzaman, demands judgment against the Defendant, Tesla, for all damages and costs, including attorney's fees and any other relief this Court deems appropriate.

COUNT IV
BREACH OF IMPLIED WARRANTY V. AMPHENOL

39. The Plaintiff repeats, re-alleges, and incorporates by reference paragraphs 1-38 above, as if expressly rewritten and set forth herein.

40. As the manufacturer of the connectors used in the solar panel system, Amphenol impliedly warranted the connectors would be fit for ordinary purposes while in ordinary use.

41. Amphenol breached its implied warranty of merchantability as the connectors were not free from defects.

42. As a result of Amphenol's breach of warranty, Syed Nuruzzaman sustained damages to his home, its contents, as well as physical and emotional pain and suffering and incurred medical expenses.

WHEREFORE, the Plaintiff, Syed Nuruzzaman, demands judgment against the Defendant, Amphenol, for all damages and costs, including attorney's fees and any other relief this Court deems appropriate.

COUNT V
BREACH OF CONTRACT V. TESLA

43. The Plaintiff repeats, re-alleges, and incorporates by reference paragraphs 1-42 above, as if expressly rewritten and set forth herein.

44. The Defendant, Tesla, agreed to perform its work and services at the Plaintiff's home in a skillful, careful, and diligent manner.

45. The Defendant, Tesla, agreed that it would perform its work and services at the Plaintiff's home in a workmanlike manner.

46. The Defendant, Tesla, agreed that it would perform its work and services in accordance with all applicable safety statutes, regulations, ordinances and industry standards.

47. The Defendant, Tesla, breached its contractual obligations to the Plaintiff by failing to perform its work and services at the Plaintiff's home in a skillful, careful and diligent manner, failing to perform its work and services at the Plaintiff's home in a workmanlike manner, and failing to perform its work and services in accordance with all applicable safety statutes, regulations, ordinances and industry standards.

48. As a direct and proximate result of the Defendant's breach of contract, the solar panel system at the Plaintiff's home caused a fire, resulting in damages to the real and personal property located inside the home, and also caused the loss of use of the home, as well as financial damage to the Plaintiff.

WHEREFORE, the Plaintiff, Syed Nuruzzaman, demands judgment against the Defendant, Tesla, for all damages and costs, including attorney's fees and any other relief this Court deems appropriate.

COUNT VI
CHAPTER 93a V. TESLA

49. The Plaintiff repeats, re-alleges, and incorporates by reference paragraphs 1-48 above, as if expressly rewritten and set forth herein.

50. Tesla's breach of express and implied warranties constitute a per se violation of the Massachusetts Consumer Protection Act, G.L. c.93A, sections 2, 9 and 11.

51. Tesla's breach of its express and implied warranties caused Syed Nuruzzaman damages as a result of the fire.

52. As a result of Tesla's breach of its express and implied warranties, Syed Nuruzzaman is entitled to at least double and up to treble damages, plus costs and reasonable attorney's fees.

WHEREFORE, the Plaintiff, Syed Nuruzzaman, demands judgment against the Defendant, Tesla, and hereby requests that any damages awarded be doubled or trebled as determined by the Court and that he be awarded interest, costs and attorney's fees.

COUNT VII
CHAPTER 93a V. AMPHENOL

53. The Plaintiff repeats, re-alleges, and incorporates by reference paragraphs 1-52 above, as if expressly rewritten and set forth herein.

54. Amphenol's breach of implied warranties constitute a per se violation of the Massachusetts Consumer Protection Act, G.L. c.93A, sections 2, 9 and 11.

55. Amphenol's breach of its express and implied warranties caused Plaintiff Nuruzzaman damages as a result of the fire.

56. As a result of Amphenol's breach of its express and implied warranties, Plaintiff Nuruzzaman is entitled to at least double and up to treble damages, plus costs and reasonable attorney's fees.

WHEREFORE, the Plaintiff, Syed Nuruzzaman, demands judgment against the Defendant, Amphenol, and hereby requests that any damages awarded be doubled or trebled as determined by the Court and that he be awarded interest, costs and attorney's fees.

DEMANDS FOR RELIEF

WHEREFORE, the Plaintiff requests that the Court:

1. Enter judgment against Defendants, Tesla Energy Operations, Inc. f/k/a Solar City Corporation and Amphenol Corporation, declaring them legally and financially responsible for the damages Plaintiff sustained or incurred;
2. Award Plaintiff compensatory and punitive damages against Defendants, Tesla Energy Operations, Inc. f/k/a Solar City Corporation and Amphenol Corporation, in an amount equal to the damages incurred and suffered;
3. Issue an order compelling Defendant Tesla/Solar City to clear Syed's Nuruzzaman's account.
4. Issue an order compelling Defendant Tesla/Solar city to release Syed Nuruzzaman from making any outstanding and/or future payments on the lease at issue.

5. Award Plaintiff the cost of suit, including attorney's fees and expert witness fees;
6. Award Plaintiff interest, including, but not limited to, pre-judgment interest; and
7. Fashion such other and further relief as the Court deems just and proper.

JURY CLAIM

The Plaintiff hereby demands a trial by jury on all claims and issues so triable.

Respectfully submitted,

Plaintiff,
Syed Nuruzzaman,
By his attorney,

Dated: September 13, 2021

/s/ Matthew D. Rush

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