

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF CONNECTICUT

FILED

**GREAT NORTHERN INSURANCE COMPANY:**  
as subrogee of Eric And Penelope Marziali  
15 Mountain View Road  
Warren, NJ 07059

2010 NOV 19 P 3:55

US DISTRICT COURT  
CIVIL ACTION NO. HARTFORD CT

Plaintiff

3:10CV1826 JBA

v.

**310CV 1826 (JBA)**  
JURY TRIAL DEMANDED

**APPLE INC.**  
1 Infinite Loop  
Cupertino, CA 95014

Defendant

COMPLAINT

Plaintiff, Great Northern Insurance Company, as subrogee of Eric and Penelope Marziali, by and through its undersigned counsel, complaining of defendant, hereby avers, upon information and belief, as follows:

PARTIES

1. Plaintiff, Great Northern Insurance Company, as subrogee of Eric and Penelope Marziali (hereinafter "Great Northern"), is a corporation duly organized and existing under the laws of the State of Minnesota, with its principal place of business located at 15 Mountain View Road, Warren, New Jersey, which at all relevant times was engaged in the insurance business and licensed to issue insurance policies in the State of Connecticut.

2. Defendant, Apple Inc. (hereinafter "Apple"), is a corporation organized and existing under the laws of the State of California, with its principal place of business located at 1 Infinite Loop, Cupertino, California, which at all times relevant hereto was engaged in the business of, *inter alia*, designing, manufacturing and distributing personal computers and related products.

### **JURISDICTION AND VENUE**

3. Jurisdiction is based on 28 U.S.C. § 1332(a)(1) as this action involves a controversy between citizens of different states and the amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000) exclusive of interest and costs.

4. Venue is proper in this District based on 28 U.S.C. § 1391(a) in that the fire giving rise to this claim occurred within this District.

### **GENERAL ALLEGATIONS**

5. Plaintiff incorporates by reference the preceding averments as though fully set forth at length.

6. At all times material hereto, Eric and Penelope Marziali owned the real and personal property located at 41 Chestnut Hill Road, Glastonbury, Connecticut (hereinafter "residence").

7. At all times material hereto, Plaintiff, Great Northern, insured Eric and Penelope Marziali's residence pursuant to Policy No. 1330071213.

8. In or about August 2007, either Eric and Penelope Marziali or their daughter Carolyn purchased an Apple MacBook Pro computer and MagSafe adapter.

9. The Apple MacBook Pro computer and MagSafe adapter were used primarily by Carolyn Marziali who was attending college.

10. Between August 2007 and May 2008, Carolyn Marziali used the Apple MacBook Pro computer and MagSafe adapter as they were intended to be used and without abusing or misusing the computer or adapter.

11. Carolyn Marziali graduated from college and returned home on or about May 22, 2008.

12. On or before May 23, 2008, Carolyn Marziali had plugged the MagSafe power adapter into an outlet above a desk in an alcove in her bedroom at the residence.

13. The other end of the MagSafe power adapter was connected to the MacBook Pro computer on the desk in the alcove of Carolyn Marziali's bedroom in the residence.

14. On May 23, 2008, the MagSafe adapter ignited combustible materials within the residence of Eric and Penelope Marziali, causing a fire.

15. After being awakened by a smoke detector, Eric Marziali investigated the source of the alarm and entered Carolyn's bedroom where he observed heavy fire that appeared to him was in the area of the desk in the alcove and moving from that area into the bedroom.

16. Carolyn Marziali, who had slept in her sister's bedroom, also investigated the source of the alarm after she awoke and also observed fire in the area of the desktop that appeared to be moving away from the desk and towards the bedroom.

17. Following a detailed investigation into the cause of the fire at the Marziali residence, the fire marshal for the Town of Glastonbury concluded that the origin of the accidental fire appeared to be associated with the external system components of the laptop computer that was on the desk in the alcove of Carolyn Marziali's bedroom.

18. Unknown to the Marzialis in 2007 and 2008, Apple had received numerous complaints posted on its own Apple store website alerting Apple to heating, burning and sparking problems with its MagSafe adapters.

19. As a result of the aforementioned fire, Eric and Penelope Marziali sustained severe and extensive damage to their real and personal property and incurred additional living expenses.

20. Pursuant to the terms and conditions of the aforementioned policy of insurance, Great Northern made payments to Eric and Penelope Marziali in excess of Seventy-Five Thousand Dollars (\$75,000) as a result of the fire.

21. In accordance with the common law principles of equitable and/or legal subrogation and the terms of the policy, Great Northern is subrogated to the rights of Eric and Penelope Marziali with respect to the payments it made in compensation for the aforementioned property damage and additional living expenses caused by the fire.

**COUNT I**  
**PRODUCT LIABILITY**

22. Plaintiff incorporates by reference the preceding averments as though set forth at length herein.

23. The MagSafe adapter was not abused or altered in any way by the Plaintiff's insureds from the condition in which it was manufactured and supplied by the Defendant.

24. The Defendant is liable and legally responsible to the Plaintiff for the Plaintiff's insureds' injuries caused by the fire by virtue of Connecticut General Statutes Section 52-572 (m) et.seq. in one or more of the following respects:

- (a) the MagSafe adapter was in a defective and unreasonably dangerous condition;
- (b) the Defendant designed, manufactured and sold the MagSafe adapter in a condition that it knew, or should have known, subjected the property of others to foreseeable and unreasonable risk of harm;
- (c) the Defendant designed and manufactured the MagSafe adapter in a condition that was nor merchantable or fit for the purpose for which such products are ordinarily and foreseeable used;
- (d) the Defendant failed to provide proper and adequate warnings regarding the hazards associated with the foreseeable and ordinary use of the MagSafe adapter;
- (e) the Defendant failed to design the MagSafe adapter so that foreseeable failures of the adapter and its components would not present a fire hazard;

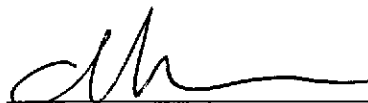
- (f) the Defendant negligently designed and manufactured the MagSafe adapter;
- (g) the Defendant was negligent in failing to properly and adequately test the MagSafe adapter prior to marketing it; and
- (h) the Defendant breached the implied warranty of merchantability in that the MagSafe adapter was not merchantable for its intended purpose.

25. As a direct result of the Defendant's liability pursuant to Connecticut General Statutes Section 52-572 (m), the fire of May 23, 2008 occurred resulting in damage to the Plaintiff's insureds' property.

Respectfully Submitted,

OF COUNSEL:

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