UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased,	)	Case No. 26-cv-7256
Plaintiffs,	)	
v.	)	
TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), and ABC CORPORATION (a fictitious name, the true name being unknown),	)	
Defendants.	)	

DEFENDANTS TESLA, INC. AND TESLA MOTORS NEW YORK, LLC'S NOTICE OF REMOVAL TO FEDERAL COURT

TO THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT Defendants Tesla, Inc. and Tesla Motors New York. LLC (collectively, "Tesla Defendants"), by and through their undersigned counsel, hereby remove the above-entitled action to this Court from the New York State Supreme Court, Bronx County, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, because complete diversity exists between the parties and the amount in controversy exceeds $75,000. This removal is based on the following grounds:

PROCEDURAL BACKGROUND

1. On August 7, 2026, Plaintiffs Francis X. Sheehan II, individually and as Co-Administrator of the Estate of Diana Irene Sheehan, deceased, and Azinia Thomas, as Co-Administrator of the Estate of Diana Irene Sheehan ("Plaintiffs"), filed a complaint (the "Complaint") in the New York State Supreme Court, Bronx County against Tesla, Inc., Tesla Motors New York, LLC (f/k/a Tesla of White Plains), and ABC Corporation (a fictitious name, the true name being unknown) asserting causes of action for negligence, breach of express and implied warranties, strict products liability, and loss of consortium. The claims arise from an alleged motor vehicle accident involving a 2023 Tesla Model Y in which Diana Irene Sheehan was a passenger.

2. The matter is filed under Bronx County Supreme Court index number 815527/2026E. True and correct copies of the Summons and Complaint and all other papers filed on the docket are attached hereto as Exhibit A.

3. On August 7, 2026, Tesla Motors New York, LLC's registered agent was served with the Summons and Complaint. On August 17, 2026, Tesla, Inc.'s registered agent was served with the Summons and Complaint. On August 24, 2026, Plaintiffs filed an Amended Complaint. The Summons and Complaint, and the Amended Complaint are included in Exhibit A.

THIS COURT HAS ORIGINAL SUBJECT MATTER JURISDICTION PURSUANT TO 28 U.S.C. § 1332(a)

4. Pursuant to 28 U.S.C. § 1332(a), the district courts of the United States shall have original jurisdiction over all civil actions where (i) the parties are citizens of different States and (ii) the amount in controversy exceeds $75,000.

I. The Parties are Citizens of Different States

a. Plaintiffs are Citizens of New York

5. This action is brought by Mr. Sheehan, individually and as Co-Administrator of the Estate of Diana Irene Sheehan, deceased, and Ms. Thomas, as Co-Administrator of the Estate of Diana Irene Sheehan.

6. "An individual's citizenship, within the meaning of the diversity statute, is determined by his domicile." *Palazzo ex rel. Delmage v. Corio*, 232 F.3d 38, 42 (2d Cir. 2000).

7. Mr. Sheehan resides in Westchester County in the State of New York (Compl. ¶ 2 ("At all times herein mentioned," Mr. Sheehan "was and still is a resident of the County of Westchester, State of New York.")). In a verified Petition for Letters of Administration (the "Petition") filed in the Surrogate's Court of the State of New York, County of Westchester, Mr. Sheehan identified his home address in Hartsdale, New York as his domicile. *See* Petition for Letters of Administration, attached hereto as Exhibit B. He was therefore domiciled in New York when this action was commenced and is a citizen of New York for purposes of 28 U.S.C. § 1332.

8. Mr. Sheehan and Ms. Thomas also bring this action as Co-Administrators of the Estate of Diana Irene Sheehan. Compl. ¶¶ 2–3. Under 28 U.S.C. § 1332(c)(2), "the legal representative of the estate of a decedent shall be deemed to be a citizen only of the same State as the decedent[.]" The Petition identifies Ms. Sheehan's domicile at the time of her death as Hartsdale, New York. See Ex. B. Additionally, Mr. Sheehan has a long work-history in Westchester County and their child was enrolled in daycare there, further confirming New York domicile. Accordingly, Mr. Sheehan and Ms. Thomas, in their capacities as Co-Administrators of the Estate, are deemed citizens of New York for purposes of diversity jurisdiction. (The

verified Petition for Letters of Administration and Complaint also alleges that Ms. Thomas is a resident of New York. Exhibit B and Compl. ¶ 3.)

9. The Amended Complaint asserts claims by Mr. Sheehan as Father and Natural Guardian of K.S., his infant child. Am. Compl. ¶¶ 2, 123–26. Under 28 U.S.C. § 1332(c)(2), "the legal representative of an infant or incompetent shall be deemed to be a citizen only of the same State as the infant or incompetent." K.S. resides with his father, Mr. Sheehan, in New York and is domiciled in New York. Accordingly, Mr. Sheehan, in his capacity as Father and Natural Guardian of K.S., is deemed a citizen of New York for purposes of diversity jurisdiction.

b. The Tesla Defendants are Citizens of Texas

10. A corporation is a citizen of "every State and foreign state by which [it] has been incorporated" and of "the State or foreign state where [it] has its principal place of business[.]" 28 U.S.C. § 1332(c)(1); *see also Universal Licensing Corp. v. Paola del Lungo S.P.A.*, 293 F.3d 579, 581 (2d Cir. 2002). Tesla, Inc. is a Texas corporation with its principal place of business in Austin, Texas. Thus, for purposes of diversity jurisdiction, Tesla is a citizen of Texas.

11. A limited liability company has the citizenship of each of its members. *See Bayerische Landesbank, N.Y. Branch v. Aladdin Cap. Mgmt. LLC*, 692 F.3d 42, 49 (2d Cir. 2012). The state of formation and principal place of business are "irrelevant" for purposes of diversity jurisdiction. *See Oppedisano v. Zur*, No. 20 CV 5395, 2022 WL 4134436, *4 (S.D.N.Y. Sept. 12, 2022); *Kenshoo, Inc. v. Aragon Advert. LLC,* 586 F. Supp. 3d 177, 180 (E.D.N.Y. 2022). Tesla Motors New York, LLC is a limited liability company, the sole member of which is Tesla, Inc. As set forth above, Tesla, Inc. is a Texas corporation with its principal place of business in Austin, Texas. Thus, for purposes of diversity jurisdiction, Tesla Motors New York, LLC is a citizen of

Texas.

12. Plaintiffs have also named as a defendant "ABC Corporation," a fictitiously named defendant whose true name is unknown. The citizenship of this fictitious defendant is disregarded for purposes of removal. 28 U.S.C. § 1441(b)(1) ("In determining whether a civil action is removable on the basis of the jurisdiction under section 1332(a) of this title, the citizenship of defendants sued under fictitious names shall be disregarded.").

c. Complete Diversity Exists

13. Because no plaintiff is a citizen of the same State as any defendant, "complete diversity" of citizenship exists and thus the diversity requirement of 28 U.S.C. § 1332 is satisfied. *See Lincoln Prop. Co. v. Roche,* 546 U.S. 81, 89 (2005).

II. The Amount in Controversy Exceeds $75,000

14. "When the plaintiff's complaint does not state the amount in controversy, the defendant's notice of removal may do so[,]" *Dart Cherokee Basin Operating Co., LLC v. Owens,* 574 U.S. 81, 84 (2014) (citing 28 U.S.C. § 1446(c)(2)(A)), and "need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold." *Dart*, 574 U.S. at 89. The amount-in-controversy allegation of a defendant should be accepted when not contested by the plaintiff or questioned by the Court. *Id.* at 87.

15. Where, as here, a complaint does not specify the amount of damages sought, the Court considers the nature of the claims, the factual allegations and the record outside the pleadings. *See Burr ex rel. Burr v. Toyota Motor Credit Co.*, 478 F. Supp. 2d 432, 439 (S.D.N.Y. 2006) (finding that "it is evident from the face of the Complaint that Plaintiffs' claim will exceed seventy-five thousand dollars" where complaint alleged serious and severe permanent personal injuries but did not specify amount of damages sought).

16. Here, Plaintiffs allege that Ms. Sheehan, a mother, died after becoming trapped inside a burning vehicle, and seek damages for pre-death conscious pain and suffering, terror and fear of impending death, entrapment and burning, medical and funeral expenses, loss of earning capacity, loss of consortium, and punitive damages. Compl. ¶¶ 33–34, Prayer for Relief. As in *Burr*, it is evident from the face of the Complaint that the amount in controversy exceeds $75,000, exclusive of interest and costs.[1] Plaintiff's counsel has also confirmed, attached as Exhibit C, that Plaintiffs seek damages in excess of $75,000.

III. REMOVAL IS TIMELY

17. Tesla Motors New York, LLC was served with the Summons and Complaint on August 7, 2026, and Tesla, Inc. was served with the Summons and Complaint on August 17, 2026. This Notice of Removal, filed on August 26, 2026, is timely because it was filed within 30 days of service. *See* 28 U.S.C. § 1446(b).

IV. VENUE

18. This action was originally filed in the New York Supreme Court, Bronx County. Venue is therefore proper in this District under 28 U.S.C. § 1441(a), because Bronx County lies within the Southern District of New York. 28 U.S.C. § 112.

V. NOTICE AND COMPLIANCE WITH PROCEDURES

19. The Tesla Defendants will promptly serve this Notice of Removal on Plaintiffs and will promptly file a copy of this Notice of Removal with the clerk of the state court in which the action is pending, as required under 28 U.S.C. § 1446(d). Pursuant to 28 U.S.C. § 1446(a), true

[1] *See*, *e.g.*, *Major v. Diageo N. Am., Inc.,* No. 22-CV-3027 (LJL), 2022 WL 2003490, at *2 (S.D.N.Y. June 6, 2022) (applying *Dart* and holding, "[i]f Plaintiff were to succeed in these allegations, it is clearly plausible that her compensatory and punitive damages would exceed $75,000."); *Asto v. Better,* No. 07CIV4787KMKGAY, 2007 WL 9819186, at *1 (S.D.N.Y. Oct. 2, 2007) (removal held proper where plaintiff alleged "serious, severe and permanent personal injury" from a fractured tibia and fibula); *Juarbe v. Kmart Corp.,* No. 05CIV1138TPGTS, 2005 WL 1994010, at *2 (S.D.N.Y. Aug. 17, 2005).

and correct copies of all "process, pleadings, and orders served" upon the Tesla Defendants — as well as other documents supporting the Tesla Defendants' Notice of Removal — are filed concurrently with this Notice of Removal as exhibits hereto.

VI. NON-WAIVER OF DEFENSES

20. By removing this action from state court, the Tesla Defendants do not waive any defenses available to them, nor do the Tesla Defendants admit any of the allegations in Plaintiffs' Complaint.

VII. CONCLUSION

21. Based on the foregoing, the Tesla Defendants submit that this action is properly removed to this Court. If any questions arise as to the propriety of the removal of this action, the Tesla Defendants respectfully request the opportunity to present a brief and oral argument in support of their position that this case is properly removed to this Court.

Dated: August 25, 2026
New York, New York

By: *Peter J. Fazio*

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Counsel for Defendants Tesla, Inc. and Tesla Motors New York, LLC

CERTIFICATE OF SERVICE

I certify that I have, this 25th day, of August, 2026, electronically filed a true and correct copy of the foregoing Notice of Removal on the Court's electronic court filing system and forwarded *via First-Class mail and E-mail*, to the following:

Joseph Belluck, Esq. Daniel La Terra, Esq. BELLUCK LAW, LLP 546 Fifth Avenue, 5th Floor New York, NY 10036 (212) 681-1575 jbelluck@bellucklaw.com dlaterra@bellucklaw.com *Counsel for Plaintiffs*	Brian A. Herman Morgan, Lewis & Bockius LLP 101 Park Avenue New York, New York 10178 (212) 309 6000 brian.herman@morganlewis.com *Co-Counsel for Defendants Tesla, Inc. and Tesla Motors New York, LLC*

Peter J. Fazio

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E-Mail: pjfazio@arfdlaw.com

Counsel for Defendants Tesla, Inc. and Tesla Motors New York, LLC

Exhibit A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

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FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased,

Plaintiffs,

-against-

TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), and ABC CORPORATION (a fictitious name, the true name being unknown),

Defendants.

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Index No.:

SUMMONS

JURY TRIAL DEMANDED

Plaintiffs designate
BRONX COUNTY
as the place of trial

The basis of venue is Plaintiff Azinia Thomas' residence at:
3026 Wickham Avenue
Bronx, New York 10469

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this Action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance on the Plaintiffs' attorneys within twenty (20) days after this service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is completed if this Summons is not personally delivered to you within the State of New York); and in the case of your failure to Appear or Answer, judgment will be taken against you by default for the relief demanded in the Complaint:

Dated: New York, New York
August 7, 2026

BELLUCK LAW, LLP
Attorneys for Plaintiffs
546 Fifth Avenue · 5th Floor
New York, NY 10036
Tel: (212) 681-1575
By: Joseph Belluck, Esq.
Daniel LaTerra, Esq.

DEFENDANTS' ADDRESSES:

TESLA, INC.
1 Tesla Road
Austin, Texas 78725

TESLA, INC.
c/o CT Corporation
28 Liberty Street
New York, New York 10005

TESLA MOTORS NEW YORK, LLC
f/k/a Tesla of White Plains
250 Tarrytown Road
White Plains, New York 10607

TESLA MOTORS NEW YORK, LLC
c/o CT Corporation System
28 Liberty Street
New York, New York 10005

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

----------X

FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased,

Plaintiffs,

-against-

TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), and ABC CORPORATION (a fictitious name, the true name being unknown),

Defendants.

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Index No.:

VERIFIED COMPLAINT

Plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, by their attorneys, BELLUCK LAW, LLP, complaining of the defendants, respectfully states and alleges, upon information and belief:

I. INTRODUCTION

1. On September 16, 2024, Diana Irene Sheehan, a new mother, was a passenger in a 2023 Tesla Model Y (VIN# 7SAYGAEE0PF969370) that was involved in a fatal crash in White Plains, New York. As a result of the catastrophic design defects in the Tesla Model Y, Diana Irene Sheehan became trapped inside the burning vehicle, unable to escape, where she experienced unimaginable pain, suffering and pre-death terror until she succumbed to the smoke and fire that took her young life.

2. At all times herein mentioned, plaintiff FRANCIS X. SHEEHAN II was the spouse of Diana Irene Sheehan, father to their infant child, and was and still is a resident of the County of Westchester, State of New York. Plaintiff FRANCIS X. SHEEHAN II brings this claim in an individual capacity for the loss of society and companionship of his spouse, Diana Irene Sheehan, derivatively, and as Co-Administrator of the Estate of Diana Irene Sheehan, deceased.

3. At all times herein mentioned, plaintiff AZINIA THOMAS, Individually and as Co-Administrator of the Estate of Diana Irene Sheehan, was, and still is a resident of the County of Bronx, State of New York. Plaintiff AZINIA THOMAS brings this claim in an individual capacity and as Co-Administrator of the Estate of Diana Irene Sheehan, deceased, for the loss of society and companionship of Diana Irene Sheehan.

4. At all times herein mentioned, defendant TESLA, INC. was, and still is a duly organized foreign corporation authorized to do business in the State of New York.

5. Defendant TESLA, INC. regularly does and/or solicits business in the State of New York, including, operating and maintaining Tesla retail locations, service centers and/or Tesla Supercharger stations and destination chargers throughout within the state and county.

6. Defendant TESLA, INC. maintains an interactive website through which New York residents can purchase or schedule service for Tesla vehicles, including the aforesaid subject Tesla vehicle.

7. Defendant TESLA, INC. derives substantial revenue from goods used or services rendered in the State of New York, including, operating and maintaining Tesla retail locations, service centers and/or Tesla Supercharger stations and destination chargers throughout within the state and county.

8. Defendant TESLA, INC. derives substantial revenue from interstate commerce.

9. Defendant TESLA, INC. expected or should have reasonably expected its acts and omissions to have consequences in the State of New York.

10. Defendant TESLA, INC. did and still does transact business in the State of New York.

11. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) was and still is a duly organized domestic corporation existing under and by virtue of the laws of the State of New York and bearing Department of State ID Number 3861771.

12. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) maintained and still maintains a principle place of business at 250 Tarrytown Road, White Plains, New York 10607, and derives substantial revenue from goods used or services rendered in the State of New York, including, operating and maintaining Tesla retail locations, service centers and/or Tesla Supercharger stations and destination chargers throughout within the state and county.

13. Defendant TESLA, INC. develops, designs, manufactures, tests, markets, sells, leases, distributes, delivers, inspects, repairs and maintains electric vehicles across the United States, including New York, under the brand name “Tesla,” including the aforesaid Tesla Model Y to Millie Ortiz Sheehan, who was the lawful driver of the vehicle at the time of the fatal crash.

14. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) markets, sells, leases, distributes, delivers, inspects, repairs and maintains electric vehicles in New York, under the brand name “Tesla,” and sold the aforesaid Tesla Model Y to Millie Ortiz Sheehan, who was the lawful driver of the vehicle at the time of the fatal crash.

15. Defendant ABC CORPORATION (a fictitious name, the true name being unknown) develops, designs, manufactures, tests, markets, sells, leases, distributes, delivers, inspects, repairs and maintains electric vehicles across the United States, including New York, under the brand name "Tesla," electric vehicles across the United States, including New York, under the brand name "Tesla."

16. The claims in this action arise out of Defendant TESLA, INC.'s contacts with New York, including its sale, distribution and delivery of the subject Tesla vehicle to a New York resident and/or its failure to adequately service, warn, or recall known defects.

II. THE UNDERLYING FACTS

17. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

18. At all relevant times herein, Defendants TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) developed, designed, manufactured, tested, marketed, sold, leased, distributed, delivered, inspected, repaired and/or maintained the 2023 Tesla Model Y (VIN# 7SAYGAEE0PF969370) to its owner Millie Ortiz Sheehan. Hereafter the aforesaid vehicle shall be referred to as "the subject Tesla vehicle."

19. On September 16, 2024, at approximately 9:00am, Diana Irene Sheehan was a front-seat passenger in the subject Tesla vehicle that was operated by Millie Ortiz Sheehan, her mother-in-law.

20. At said time and place, Millie Ortiz Sheehan and Diana Irene Sheehan had just departed from a daycare where Diana Irene Sheehan and Francis X. Sheehan's infant child attended when a violent crash occurred near 295 Battle Avenue in White Plains, New York.

21. The aforesaid location at 295 Battle Avenue was and still is a public roadway approximately 200 feet east of Central Avenue, in White Plains, New York.

22. By reason of said collision, the entire left-side of the subject Tesla vehicle was caused to sheer off and completely detach from the body of the vehicle ejecting the restrained driver, Millie Ortiz Sheehan, who sustained fatal injuries. The high-voltage lithium-ion battery pack of the subject Tesla vehicle was damaged and caught fire that quickly spread within and around the subject vehicle. The passenger, Diana Irene Sheehan, remained trapped inside, unable to open the electronic push-button doors that became disabled and useless once power was lost within the subject Tesla vehicle.

23. Defendants TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), and/or ABC CORPORATION (a fictitious name, the true name being unknown), respectively, included mechanical back-ups for door opening accessible from inside the vehicle, but they were hidden, concealed, unlabeled and impractical in an emergency. Passengers were left with only a concealed, manual, mechanical release that was obscured, non-intuitive and highly unlikely to be located or operated in the smoke, fire and post-collision chaos by a passenger, particularly Diana Irene Sheehan.

24. Defendants TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) knew or should have known from countless previous incidents, internal memorandum

and available scientific literature and publications, among others, that the high-voltage lithium-ion batteries lacked widely available and effective design features to prevent and/or minimize heat transfer, damage and fire in the event of a foreseeable crash. Specifically, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) failed to insulate and/or isolate cells and modules with non-flammable or intumescent barriers, and to enclose batteries for heat resistance, fire suppression and fire prevention long enough to allow an occupant adequate time to exit in an emergency, despite its actual knowledge of the availability of safer alternatives and designs for its vehicles.

25. The aforementioned defects directly compromised the subject Tesla vehicle's crashworthiness and fire prevention that allowed the catastrophic fire to occur following the collision.

26. The design choices by TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) created a highly foreseeable risk, which was not only preventable with adequate care and design safety measures, but which defendants disregarded despite a history of similar crashes, fires and fatalities involving its vehicles and trapped occupants. Nevertheless, these acts and omissions caused occupants who survived a Tesla collision unnecessary risk by becoming trapped inside a burning Tesla without a sufficient, reasonable opportunity to exit.

27. By reason of said collision and the aforesaid crashworthiness and design defects, Diana Irene Sheehan became trapped inside the burning Tesla vehicle, unable to escape, where she experienced unimaginable pain, suffering and pre-death terror until she succumbed to the smoke

and fire that took her young life. Crashworthiness presupposes that even if a collision occurs, the subject Tesla vehicle shall provide reasonable protections against enhanced injury and death. The subject Tesla vehicle failed in all aspects of these protections afforded to passenger, Diana Irene Sheehan.

28. Said occurrence and resulting injuries and death to Diana Irene Sheehan were caused by the reason of the negligence, carelessness, recklessness and the wanton disregard and indifference of defendants TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown).

29. TESLA INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) had actual, repeated notice of these same dangers associated with its vehicles. Namely, that the electronic Tesla vehicles were prone to fires, explosions, whether triggered by a crash or otherwise, and that such fires were difficult to extinguish and contain once they began. Defendants were further on notice that its design, manufacture and reliance on the electronic door systems created a serious risk of occupant entrapment since the electronic push-button system would become disabled and useless after a crash. Despite such notice and knowledge, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) continued to market and sell vehicles, including the subject vehicle, without regard to the safety and lives of those occupants who predictably could become trapped in an emergency.

30. Immediately after the aforesaid crash, a nearby resident heard the collision followed by screaming from inside the subject Tesla vehicle as he observed the fire intensify. Several other witnesses came to the scene but were unable to provide help. Unfortunately, Diana Irene Sheehan was unable to escape from the subject Tesla vehicle before it was engulfed by flames and she perished.

31. Diana Irene Sheehan suffered and endured unimaginable pain, suffering, and pre-death terror until she ultimately succumbed to the smoke and fire that took her life as she remained trapped inside the vehicle, unable to open the door.

32. What is more, her infant son will forever be deprived of the companionship, love, counsel and guidance of his mother, Diana Irene Sheehan.

33. Plaintiffs, FRANCIS X. SHEEHAN II and AZINIA THOMAS, Individually and as Co-Administrators of the ESTATE OF DIANA IRENE SHEEHAN, deceased, claim damages against all Defendants for pain, suffering and pre-death terror of entrapment and burning, for medical expenses, funeral and burial expenses and loss of earnings capacity, and for such other damages deemed just and appropriate by this Court.

34. Plaintiffs, FRANCIS X. SHEEHAN II and AZINIA THOMAS, Individually and as Co-Administrators of the ESTATE OF DIANA IRENE SHEEHAN, deceased, claim damages against all Defendants for loss of the support, society and companionship of Diana Irene Sheehan, and for such other damages deemed just and appropriate by this Court.

III. COUNT ONE

35. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

36. Defendant TESLA, INC. was and still is in the business of designing, manufacturing, inspecting, testing, selling and distributing motor vehicles, among other automotive-related attributes.

37. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) was and still is in the business of designing, manufacturing, inspecting, testing, selling and distributing motor vehicles, among other automotive-related attributes.

38. On or about September 16, 2024, Millie Ortiz Sheehan was the owner of a certain 2023 Tesla Model Y (VIN# 7SAYGAEE0PF969370) hereafter referred to as "the subject Tesla vehicle."

39. Diana Irene Sheehan was not a purchaser, owner, or signatory to the purchase agreement of the subject Tesla vehicle.

40. Defendant TESLA, INC. designed the subject Tesla vehicle.

41. Defendant TESLA, INC. manufactured the subject Tesla vehicle.

42. Defendant TESLA, INC. inspected the subject Tesla vehicle.

43. Defendant TESLA, INC. tested the subject Tesla vehicle.

44. Defendant TESLA, INC. distributed the subject Tesla vehicle.

45. Defendant TESLA, INC. sold the subject Tesla vehicle.

46. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) designed the subject Tesla vehicle.

47. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) manufactured the subject Tesla vehicle.

48. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) inspected the subject Tesla vehicle.

49. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) tested the subject Tesla vehicle.

50. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) distributed the subject Tesla vehicle.

51. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) sold the subject Tesla vehicle.

52. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) delivered the subject Tesla vehicle.

53. Defendant ABC CORPORATION (a fictitious name, the true name being unknown) sold, delivered, distributed, designed, manufactured and/or tested the subject Tesla vehicle.

54. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the design of the subject Tesla vehicle.

55. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the manufacture of the subject Tesla vehicle.

56. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the crashworthiness of the subject Tesla vehicle.

57. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the inspection of the subject Tesla vehicle.

58. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the testing of, or duty to test, the subject Tesla vehicle.

59. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the distribution of the subject Tesla vehicle.

60. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the sale of the subject Tesla vehicle.

61. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the delivery of the subject Tesla vehicle.

62. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the design of the subject Tesla vehicle.

63. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the manufacture of the subject Tesla vehicle.

64. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the crashworthiness of the subject Tesla vehicle.

65. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the inspection of the subject Tesla vehicle.

66. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the testing of, or duty to test, the subject Tesla vehicle.

67. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the distribution of the subject Tesla vehicle.

68. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the sale of the subject Tesla vehicle.

69. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the delivery of the subject Tesla vehicle.

70. Defendant ABC CORPORATION (a fictitious name, the true name being unknown) is responsible for any and legal obligations and liabilities arising from the sale, delivery, distribution, design, manufacture and/or testing of the subject Tesla vehicle.

71. Defendant TESLA, INC. sold the subject Tesla vehicle to Millie Ortiz Sheehan.

72. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) sold the subject Tesla vehicle to Millie Ortiz Sheehan.

73. On September 16, 2024, Milis Ortiz Sheehan was the operator of the subject Tesla vehicle.

74. Battle Avenue, approximately 200 feet east of Central Avenue, in White Plains, New York, was and still is a public roadway.

75. On September 16, 2024, at the aforesaid place and time, Millie Ortiz Sheehan was the operator of the subject Tesla vehicle and Diana Irene Sheehan was a front-seat passenger.

76. At the time and place aforesaid, the subject Tesla vehicle was involved in a violent collision at or near 295 Battle Avenue in White Plains, New York.

77. By reason of said collision, the entire left-side of the subject Tesla vehicle was caused to sheer off and detach from the body of the vehicle ejecting the restrained driver, Millie Ortiz Sheehan, who sustained fatal injuries. The high-voltage lithium-ion battery pack of the subject Tesla vehicle was damaged and caught fire that quickly spread within and around the subject vehicle while the passenger, Diana Irene Sheehan was trapped inside, unable to open the electronic push-button doors that became disabled and useless once power was lost within the vehicle.

78. Defendant TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) respectively, included mechanical back-ups for door opening accessible from inside the vehicle, but they were hidden, concealed, unlabeled and impractical in an emergency. Passengers were left with only a concealed, mechanical release that was obscured, non-intuitive and highly unlikely to be located or operated in the smoke, fire and post-collision chaos by a passenger, including Diana Irene Sheehan, an uninitiated, non-owner passenger of the subject Tesla vehicle.

79. Defendant TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) knew or should have known that the high-voltage lithium-ion batteries lacked widely available and effect design features to prevent heat transfer, damage and fire in the event of such a foreseeable

crash. Specifically, defendants failed to insulate and/or isolate cells and modules with non-flammable or intumescent barriers, and to enclose batteries for heat resistance, fire suppression and fire prevention long enough to allow an occupant adequate time to exit in an emergency; a defect that directly compromised the subject Tesla vehicle's crashworthiness and fire prevention that allowed the catastrophic fire to occur.

80. The design choices by TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) created a highly foreseeable risk, which was preventable with adequate care and design safety measures. Nevertheless, these acts and omissions caused occupants who survived a Tesla collision unnecessary risk by becoming trapped inside a burning Tesla without a sufficient, reasonable opportunity to exit.

81. By reason of said collision and the aforesaid crashworthiness and design defects, Diana Irene Sheehan became trapped inside the burning Tesla vehicle, unable to escape, where she experienced unimaginable pain, suffering and pre-death terror until she succumbed to the smoke and fire that took her young life.

82. Said occurrence and resulting injuries and death to Diana Irene Sheehan were caused by the reason of the negligence, carelessness and recklessness of defendants TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), and/or ABC CORPORATION (a fictitious name, the true name being unknown).

83. TESLA INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) had actual, repeated notice of these same dangers associated with its vehicles. Namely, that the

electronic Tesla vehicles were prone to fires, explosions, whether triggered by a crash or otherwise, and that such fires were difficult to extinguish and contain once it began. Defendants were further on notice that its reliance on electronic door systems created a serious risk of occupant entrapment after crashes since its electronic push-button system would be rendered disabled and useless. Despite such notice, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) continued to market and sell vehicles, including the subject vehicle, without regard to the safety and lives of those occupants who predictably could become trapped in an emergency.

84. Any joint and several liability of the Defendants, is not limited by CPLR § 1601 by reason of the exemptions and/or exceptions set forth in Article 16 of the CPLR, including recklessness pursuant to CPLR 1602(7) and personal jurisdiction over a manufacturer pursuant to CPLR 1602(10).

85. That by reason of the foregoing, plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, have been damaged in an amount of money that exceeds the jurisdictional limits of all lower courts in the State of New York.

IV. COUNT TWO

86. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

87. Defendant TESLA, INC., in connection with its business and activities aforementioned, warranted and represented, expressly and impliedly, that the subject Tesla vehicle was safe and proper for the purposes for which it was intended to be used.

88. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) in connection with its business and activities aforementioned, warranted and represented, expressly and impliedly, that the subject Tesla vehicle was safe and proper for the purposes for which it was intended to be used.

89. Defendant ABC CORPORATION (a fictitious name, the true name being unknown) in connection with its business and activities aforementioned, warranted and represented, expressly and impliedly, that the subject Tesla vehicle was safe and proper for the purposes for which it was intended to be used.

90. Defendant TESLA, INC. is legally responsible and liable to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for the express and implied warranties and representations made by Defendants, that the subject Tesla vehicle was safe and proper for the purposes for which it was intended to be used.

91. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), is legally responsible and liable to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for

the express and implied warranties and representations made by Defendants, that the subject Tesla vehicle was safe and proper for the purposes for which it was intended to be used.

92. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown), is legally responsible and liable to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for the express and implied warranties and representations made by Defendants, that the subject Tesla vehicle was safe and proper for the purposes for which it was intended to be used.

93. Plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, relied upon the skill and judgment of TESLA, INC.

94. Plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, relied upon the skill and judgment of TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown).

95. Plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, relied upon all representations and warranties made by defendant TESLA, INC.

96. Plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, relied upon all representations and warranties made by defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown).

97. All of the aforementioned representations and warranties were false, misleading and inaccurate in that the subject Tesla vehicle was unsafe, unsound, unreasonably dangerous, hazardous and not reasonably safe for its intended use.

98. The aforesaid occurrence and resulting serious injuries to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, were caused by the breach of express warranties by defendant TESLA, INC.

99. The aforesaid occurrence and resulting serious injuries to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, were caused by the breach of express warranties by defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS).

100. Defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown), respectively, are legally responsible and liable to plaintiffs, FRANCIS X. SHEEHAN

II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for said breach of express warranties made by defendants and the resulting serious injuries, death and damages therefrom.

101. The aforesaid occurrence and resulting serious injuries, death and damages to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, were caused by the breach of express warranties by defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown).

102. Any other joint and several liability of defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown), is not limited by CPLR § 1601 by reason of the exemptions and/or exceptions set forth in Article 16 of the CPLR, including recklessness pursuant to CPLR 1602(7) and personal jurisdiction over a manufacturer pursuant to CPLR 1602(10).

103. That by reason of the foregoing, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, have been damaged in an amount of money that exceeds the jurisdictional limits of all lower courts in the State of New York.

V. COUNT THREE

104. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

105. Defendants TESLA, INC, TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and ABC CORPORATION (a fictitious name, the true name being unknown) were in breach of their implied warranties.

106. Defendant TESLA, INC. is legally responsible and liable to plaintiffs, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for the breach of implied warranties made by TESLA OF WHITE PLAINS and ABC CORPORATION (a fictitious name, the true name being unknown).

107. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is legally responsible and liable to plaintiffs, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for the breach of implied warranties made by TESLA, INC.

108. Defendant ABC CORPORATION (a fictitious name, the true name being unknown) is legally responsible and liable to plaintiffs, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for the breach of implied warranties made by TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or TESLA, INC.

109. The aforesaid occurrence and resulting serious injuries, death and damages to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, were caused by the breach of implied warranties by defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown).

110. Any joint and several liability of defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and ABC CORPORATION (a fictitious name, the true name being unknown), is not limited by CPLR § 1601 by reason of the exemptions and/or exceptions set forth in Article 16 of the CPLR, including recklessness pursuant to CPLR 1602(7) and personal jurisdiction over a manufacturer pursuant to CPLR 1602(10).

111. That by reason of the foregoing, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, have been damaged in an amount of money that exceeds the jurisdictional limits of all lower courts in the State of New York.

VI. COUNT FOUR

112. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

113. At the time of its design, manufacture, distribution, delivery and sale, the subject Tesla vehicle was in a defective, hazardous and unreasonably dangerous condition.

114. The defects complained of in the subject Tesla vehicle were substantial contributing factors in causing the aforesaid occurrence and resulting serious injuries, death and damages sustained by plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased.

115. The defendant, TESLA, INC., has become strictly liable in tort for the design, manufacture, testing, inspection, distribution, delivery and/or sale of a defective product, the subject Tesla vehicle, which defects caused and/or contributed to the aforesaid occurrence and resulting serious injuries, death and damages sustained by plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased.

116. The defendant, TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), has become strictly liable in tort for the design, manufacture, testing, inspection, distribution, delivery and/or sale of a defective product, the subject Tesla vehicle, which defects caused and/or contributed to the aforesaid occurrence and resulting serious injuries, death and damages sustained by plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased.

117. The defendant, ABC CORPORATION (a fictitious name, the true name being unknown), has become strictly liable in tort for the design, manufacture, testing, inspection, distribution, delivery and/or sale of a defective product, the subject Tesla vehicle, which defects

caused and/or contributed to the aforesaid occurrence and resulting serious injuries, death and damages sustained by plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased.

118. Any joint and several liability of defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and ABC CORPORATION (a fictitious name, the true name being unknown), is not limited by CPLR § 1601 by reason of the exemptions and/or exceptions set forth in Article 16 of the CPLR, including recklessness pursuant to CPLR 1602(7) and personal jurisdiction over a manufacturer pursuant to CPLR 1602(10).

119. That by reason of the foregoing, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, have been damaged in an amount of money that exceeds the jurisdictional limits of all lower courts in the State of New York.

VII. COUNT FIVE

120. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

121. That at all times hereinafter mentioned, the plaintiff, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased was the lawful spouse of the decedent, DIANA IRENE SHEEHAN, and as such, the plaintiff, FRANCIS X. SHEEHAN II, was entitled to her spouse's love, services, affection, support and

companionship and was responsible for his spouse's welfare and medical expenses, as well as, assistance, companionship, counsel and advice in raising their infant child.

122. That by reason of the foregoing, plaintiff, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased has been irreparably damaged in an amount that exceeds the jurisdictional limits of all lower courts in the State of New York.

WHEREFORE, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, demand judgment against the defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and ABC CORPORATION (a fictitious name, the true name being unknown) on all causes of actions set forth herein in amounts that exceed the jurisdictional limits of all lower courts in the State of New York, including but not limited to damages, medical expenses, funeral expenses, pre-death pain and suffering including terror, fear of impending death, entrapment and burning, conscious pain and suffering, loss of earning capacity, loss of consortium and punitive damages, together with the costs and disbursements of these actions, and any other relief that this Court deems just and appropriate.

Dated: New York, New York
August 7, 2026

BELLUCK LAW, LLP
546 Fifth Avenue · 5th Floor
New York, NY 10036
Tel: (212) 681-1575

By: Joseph Belluck, Esq.
Daniel LaTerra, Esq.

ATTORNEY VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

DANIEL LaTERRA, an attorney duly admitted to practice before the Courts of the State of New York, affirms the following to be true under the penalties of perjury:

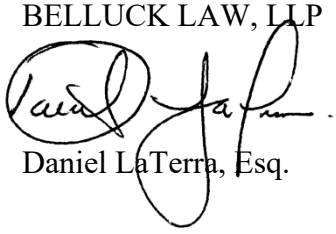
I am an associate of BELLUCK LAW, LLP, attorneys of record for plaintiffs.

I have read the annexed COMPLAINT and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters, I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon facts, records, and other pertinent information contained in my files.

The reason this verification is made by me and not by plaintiffs is that plaintiffs are not presently in the county wherein I maintain my offices.

Dated: New York, New York
August 8, 2026

BELLUCK LAW, LLP



Daniel LaTerra, Esq.

Affirmation of Service

State of New York **County of Bronx** **Supreme Court**

Index Number: 815527/2026E
Date Filed: 8/7/2026

Plaintiff: **FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased**
vs.
Defendant: **TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), and ABC CORPORATION (a fictitious name, the true name being unknown)**

For:
Belluck Law, LLP
546 5th Avenue, 5th Floor
New York, NY 10036

Received by ABC Legal Services, LLC to be served on **TESLA MOTORS NEW YORK, LLC c/o CT Corporation System, 28 Liberty Street, New York, NY 10005**.

I, Alex Colon, do hereby affirm that on the **7th day of August, 2026** at **12:26 pm, I:**

served a **CORPORATION** by delivering a true copy of the **Summons, Jury Trial Demanded, and Verified Complaint with Notice of Electronic Filing** with the date and hour of service endorsed thereon by me, to: **Dash Pugliese** as **Intake Specialist/ Authorized to Accept** for **TESLA MOTORS NEW YORK, LLC**, at the address of: **28 Liberty Street, 42nd Floor, New York, NY 10005**, and informed said person of the contents therein, in compliance with state statutes.

The entity served was known to be the corporation described in the papers. The title of the individual named above was known. I inquired whether the individual was authorized to accept service, received an affirmative response, and served the papers accordingly

Said documents were conformed with index number and date of filing endorsed thereon.

Perceived Description of Person Served: Age: 30, Gender: F, Race: White, Height: 5'6", Weight: 160, Hair: Dark Brown, Glasses: N

I certify that I am over the age of 18 and have no interest in the above action.

I affirm this 7 *day of* August, 2026, *under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.*

Alex Colon

Alex Colon
2119478

ABC Legal Services, LLC
DCA Lic. #1380619 Exp. 02/28/28
101 Avenue of the Americas, 9th FL
New York, NY 10013
(212) 267-6448

Our Job Serial Number: NHI-2026021929

STATE OF NEW YORK SUPREME COURT BRONX COUNTY

DOCUMENTS SERVED WITH INDEX#: 815527/2026E AND FILED ON 8/7/2026

FRANCIS X. SHEEHAN II, INDIVIDUALLY AND AS CO-ADMINISTRATOR OF THE ESTATE OF DIANA IRENE SHEEHAN, DECEASED, ET AL
Vs.
TESLA, INC., ET AL

Plaintiff(s)/Petitioner(s)

Defendant(s)/Respondent(s)

STATE OF: NEW YORK)
SS
COUNTY OF WESTCHESTER)

The undersigned deponent, being duly sworn deposes and says: Deponent is not a party herein, is over 18 years of age and resides in the State of New York . On 8/10/2026 at 11:40AM , deponent did serve the within process as follows:

Process Served: SUMMONS,JURY TRIAL DEMANDED AND VERIFIED COMPLAINT WITH NOTICE OF ELECTRONIC FILING

Party Served: TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) (herein called recipient) therein named.

At Location: 250 TARRYTOWN ROAD
WHITE PLAINS NY 10607

By delivering to and leaving with JACOB MATZINGER and that deponent knew the person so served to be the SALES SUPERVISOR

on behalf of the Corporation/Government Agency/Entity. The deponent inquired if that individual was authorized to accept service and received an affirmative response.

The Process Server's perception of the description of the person served is as follows:

Gender	M	Race	WH	Color of Hair	BROWN
Age	28/38	Height	5'8"-5'11"		
Weight	161/200	Other Features	MOUSTACHE,BEARD		

Sworn to before me on 8/10/2026

GAIL WILLIAMS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01W14665052
Qualified in Westchester County
Commission Expires 9/30/2026

Eric Averbach

Job # 128516

NICOLETTI & HARRIS INC.

Affirmation of Service

State of New York **County of Bronx** **Supreme Court**

Index Number: 815527/2026E
Date Filed: 8/7/2026

Plaintiff: **FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased**
vs.
Defendant: **TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), and ABC CORPORATION (a fictitious name, the true name being unknown)**

For:
Belluck Law, LLP
546 5th Avenue, 5th Floor
New York, NY 10036

Received by ABC Legal Services, LLC to be served on **TESLA, INC. c/o CT Corporation, 28 Liberty Street, New York, NY 10005**.

I, Alex Colon, do hereby affirm that on the **17th day of August, 2026** at **1:30 pm, I:**

served a **CORPORATION** by delivering a true copy of the **Summons, Jury Trial Demanded, and Verified Complaint with Notice of Electronic Filing** with the date and hour of service endorsed thereon by me, to: **Vincenza Cipriano** as **Intake Specialist/ Authorized to Accept** for **TESLA, INC.**, at the address of: **28 Liberty Street, 42nd Floor, New York, NY 10005**, and informed said person of the contents therein, in compliance with state statutes.

The entity served was known to be the corporation described in the papers. The title of the individual named above was known. I inquired whether the individual was authorized to accept service, received an affirmative response, and served the papers accordingly

Said documents were conformed with index number and date of filing endorsed thereon.

Perceived Description of Person Served: Age: 55, Gender: F, Race: White, Height: 5'5", Weight: 130, Hair: Black, Glasses: Y

I certify that I am over the age of 18 and have no interest in the above action.

I affirm this 17 *day of* August, 2026, *under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.*

Alex Colon

Alex Colon
2119478

ABC Legal Services, LLC
DCA Lic. #1380619 Exp. 02/28/28
101 Avenue of the Americas, 9th FL
New York, NY 10013
(212) 267-6448

Our Job Serial Number: NHI-2026021930

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

----------X

FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased,

Plaintiffs,

-against-

TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), and ABC CORPORATION (a fictitious name, the true name being unknown),

Defendants.

----------X

Index No.: 815527/2026E

SUMMONS

JURY TRIAL DEMANDED

Plaintiffs designate
BRONX COUNTY
as the place of trial

The basis of venue is Plaintiff Azinia Thomas' residence at:
3026 Wickham Avenue
Bronx, New York 10469

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Amended Complaint in this Action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance on the Plaintiffs' attorneys within twenty (20) days after this service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is completed if this Summons is not personally delivered to you within the State of New York); and in the case of your failure to Appear or Answer, judgment will be taken against you by default for the relief demanded in the Complaint:

Dated: New York, New York
August 24, 2026

BELLUCK LAW, LLP
Attorneys for Plaintiffs
546 Fifth Avenue · 5th Floor
New York, NY 10036
Tel: (212) 681-1575

By: Joseph Belluck, Esq.
Daniel LaTerra, Esq.

DEFENDANTS' ADDRESSES:

TESLA, INC.
c/o CT Corporation
28 Liberty Street
New York, New York 10005

TESLA MOTORS NEW YORK, LLC
c/o CT Corporation System
28 Liberty Street
New York, New York 10005

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

Index No.: 815527/2026E

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FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased,

VERIFIED AMENDED COMPLAINT

Plaintiffs,

-against-

TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), and ABC CORPORATION (a fictitious name, the true name being unknown),

Defendants.

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FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, by their attorneys, BELLUCK LAW, LLP, complaining of the defendants, respectfully states and alleges, upon information and belief:

I. INTRODUCTION

1. On September 16, 2024, Diana Irene Sheehan, a new mother to K.S., an infant, was a passenger in a 2023 Tesla Model Y (VIN# 7SAYGAEE0PF969370) that was involved in a fatal crash in White Plains, New York. As a result of the catastrophic design defects in the Tesla Model Y, Diana Irene Sheehan became trapped inside the burning vehicle, unable to escape, where she experienced unimaginable pain, suffering and pre-death terror until she succumbed to the smoke and fire that took her young life.

2. At all times herein mentioned, plaintiff FRANCIS X. SHEEHAN II was the spouse of Diana Irene Sheehan, father and natural guardian to their infant child K.S., and was and still is a resident of the County of Westchester, State of New York. Plaintiff FRANCIS X. SHEEHAN II brings this claim in an individual capacity for the loss of society and companionship of his spouse, Diana Irene Sheehan, derivatively, and as Co-Administrator of the Estate of Diana Irene Sheehan, deceased, and as Father and Natural Guardian to K.S., an infant.

3. At all times herein mentioned, plaintiff AZINIA THOMAS, Individually and as Co-Administrator of the Estate of Diana Irene Sheehan, was, and still is a resident of the County of Bronx, State of New York. Plaintiff AZINIA THOMAS brings this claim in an individual capacity and as Co-Administrator of the Estate of Diana Irene Sheehan, deceased, for the loss of society and companionship of Diana Irene Sheehan.

4. At all times herein mentioned, defendant TESLA, INC. was, and still is a duly organized foreign corporation authorized to do business in the State of New York.

5. Defendant TESLA, INC. regularly does and/or solicits business in the State of New York, including, operating and maintaining Tesla retail locations, service centers and/or Tesla Supercharger stations and destination chargers throughout within the state and county.

6. Defendant TESLA, INC. maintains an interactive website through which New York residents can purchase or schedule service for Tesla vehicles, including the aforesaid subject Tesla vehicle.

7. Defendant TESLA, INC. derives substantial revenue from goods used or services rendered in the State of New York, including, operating and maintaining Tesla retail locations,

service centers and/or Tesla Supercharger stations and destination chargers throughout within the state and county.

8. Defendant TESLA, INC. derives substantial revenue from interstate commerce.

9. Defendant TESLA, INC. expected or should have reasonably expected its acts and omissions to have consequences in the State of New York.

10. Defendant TESLA, INC. did and still does transact business in the State of New York.

11. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) was and still is a duly organized domestic corporation existing under and by virtue of the laws of the State of New York and bearing Department of State ID Number 3861771.

12. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) maintained and still maintains a principle place of business at 250 Tarrytown Road, White Plains, New York 10607, and derives substantial revenue from goods used or services rendered in the State of New York, including, operating and maintaining Tesla retail locations, service centers and/or Tesla Supercharger stations and destination chargers throughout within the state and county.

13. Defendant TESLA, INC. develops, designs, manufactures, tests, markets, sells, leases, distributes, delivers, inspects, repairs and maintains electric vehicles across the United States, including New York, under the brand name “Tesla,” including the aforesaid Tesla Model Y to Millie Ortiz Sheehan, who was the lawful driver of the vehicle at the time of the fatal crash.

14. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) markets, sells, leases, distributes, delivers, inspects, repairs and maintains electric

vehicles in New York, under the brand name "Tesla," and sold the aforesaid Tesla Model Y to Millie Ortiz Sheehan, who was the lawful driver of the vehicle at the time of the fatal crash.

15. Defendant ABC CORPORATION (a fictitious name, the true name being unknown) develops, designs, manufactures, tests, markets, sells, leases, distributes, delivers, inspects, repairs and maintains electric vehicles across the United States, including New York, under the brand name "Tesla," electric vehicles across the United States, including New York, under the brand name "Tesla."

16. The claims in this action arise out of Defendant TESLA, INC.'s contacts with New York, including its sale, distribution and delivery of the subject Tesla vehicle to a New York resident and/or its failure to adequately service, warn, or recall known defects.

II. THE UNDERLYING FACTS

17. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

18. At all relevant times herein, Defendants TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) developed, designed, manufactured, tested, marketed, sold, leased, distributed, delivered, inspected, repaired and/or maintained the 2023 Tesla Model Y (VIN# 7SAYGAEE0PF969370) to its owner Millie Ortiz Sheehan. Hereafter the aforesaid vehicle shall be referred to as "the subject Tesla vehicle."

19. On September 16, 2024, at approximately 9:00am, Diana Irene Sheehan was a front-seat passenger in the subject Tesla vehicle that was operated by Millie Ortiz Sheehan, her mother-in-law.

20. At said time and place, Millie Ortiz Sheehan and Diana Irene Sheehan had just departed from a daycare where Diana Irene Sheehan and Francis X. Sheehan's infant child K.S. attended when a violent crash occurred near 295 Battle Avenue in White Plains, New York.

21. The aforesaid location at 295 Battle Avenue was and still is a public roadway approximately 200 feet east of Central Avenue, in White Plains, New York.

22. By reason of said collision, the entire left-side of the subject Tesla vehicle was caused to sheer off and completely detach from the body of the vehicle ejecting the restrained driver, Millie Ortiz Sheehan, who sustained fatal injuries. The high-voltage lithium-ion battery pack of the subject Tesla vehicle was damaged and caught fire that quickly spread within and around the subject vehicle. The passenger, Diana Irene Sheehan, remained trapped inside, unable to open the electronic push-button doors that became disabled and useless once power was lost within the subject Tesla vehicle.

23. Defendants TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), and/or ABC CORPORATION (a fictitious name, the true name being unknown), respectively, included mechanical back-ups for door opening accessible from inside the vehicle, but they were hidden, concealed, unlabeled and impractical in an emergency. Passengers were left with only a concealed, manual, mechanical release that was obscured, non-intuitive and highly unlikely to be located or operated in the smoke, fire and post-collision chaos by a passenger, particularly Diana Irene Sheehan.

24. Defendants TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) knew or should have known from countless previous incidents, internal memorandum

and available scientific literature and publications, among others, that the high-voltage lithium-ion batteries lacked widely available and effective design features to prevent and/or minimize heat transfer, damage and fire in the event of a foreseeable crash. Specifically, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) failed to insulate and/or isolate cells and modules with non-flammable or intumescent barriers, and to enclose batteries for heat resistance, fire suppression and fire prevention long enough to allow an occupant adequate time to exit in an emergency, despite its actual knowledge of the availability of safer alternatives and designs for its vehicles.

25. The aforementioned defects directly compromised the subject Tesla vehicle's crashworthiness and fire prevention that allowed the catastrophic fire to occur following the collision.

26. The design choices by TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) created a highly foreseeable risk, which was not only preventable with adequate care and design safety measures, but which defendants disregarded despite a history of similar crashes, fires and fatalities involving its vehicles and trapped occupants. Nevertheless, these acts and omissions caused occupants who survived a Tesla collision unnecessary risk by becoming trapped inside a burning Tesla without a sufficient, reasonable opportunity to exit.

27. By reason of said collision and the aforesaid crashworthiness and design defects, Diana Irene Sheehan became trapped inside the burning Tesla vehicle, unable to escape, where she experienced unimaginable pain, suffering and pre-death terror until she succumbed to the smoke

and fire that took her young life. Crashworthiness presupposes that even if a collision occurs, the subject Tesla vehicle shall provide reasonable protections against enhanced injury and death. The subject Tesla vehicle failed in all aspects of these protections afforded to passenger, Diana Irene Sheehan.

28. Said occurrence and resulting injuries and death to Diana Irene Sheehan were caused by the reason of the negligence, carelessness, recklessness and the wanton disregard and indifference of defendants TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown).

29. TESLA INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) had actual, repeated notice of these same dangers associated with its vehicles. Namely, that the electronic Tesla vehicles were prone to fires, explosions, whether triggered by a crash or otherwise, and that such fires were difficult to extinguish and contain once they began. Defendants were further on notice that its design, manufacture and reliance on the electronic door systems created a serious risk of occupant entrapment since the electronic push-button system would become disabled and useless after a crash. Despite such notice and knowledge, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) continued to market and sell vehicles, including the subject vehicle, without regard to the safety and lives of those occupants who predictably could become trapped in an emergency.

30. Immediately after the aforesaid crash, a nearby resident heard the collision followed by screaming from inside the subject Tesla vehicle as he observed the fire intensify. Several other witnesses came to the scene but were unable to provide help. Unfortunately, Diana Irene Sheehan was unable to escape from the subject Tesla vehicle before it was engulfed by flames and she perished.

31. Diana Irene Sheehan suffered and endured unimaginable pain, suffering, and pre-death terror until she ultimately succumbed to the smoke and fire that took her life as she remained trapped inside the vehicle, unable to open the door.

32. What is more, her infant K.S. will forever be deprived of the companionship, love, counsel and guidance of his mother, Diana Irene Sheehan.

33. FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, claim damages against all Defendants for pain, suffering and pre-death terror of entrapment and burning, for medical expenses, funeral and burial expenses and loss of earnings capacity and for such other damages deemed just and appropriate by this Court.

34. PFRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, claim damages against all Defendants for loss of the support, society and companionship of Diana Irene Sheehan, and for such other damages deemed just and appropriate by this Court.

III. COUNT ONE

35. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

36. Defendant TESLA, INC. was and still is in the business of designing, manufacturing, inspecting, testing, selling and distributing motor vehicles, among other automotive-related attributes.

37. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) was and still is in the business of designing, manufacturing, inspecting, testing, selling and distributing motor vehicles, among other automotive-related attributes.

38. On or about September 16, 2024, Millie Ortiz Sheehan was the owner of a certain 2023 Tesla Model Y (VIN# 7SAYGAEE0PF969370) hereafter referred to as "the subject Tesla vehicle."

39. Diana Irene Sheehan was not a purchaser, owner, or signatory to the purchase agreement of the subject Tesla vehicle.

40. Defendant TESLA, INC. designed the subject Tesla vehicle.

41. Defendant TESLA, INC. manufactured the subject Tesla vehicle.

42. Defendant TESLA, INC. inspected the subject Tesla vehicle.

43. Defendant TESLA, INC. tested the subject Tesla vehicle.

44. Defendant TESLA, INC. distributed the subject Tesla vehicle.

45. Defendant TESLA, INC. sold the subject Tesla vehicle.

46. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) designed the subject Tesla vehicle.

47. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) manufactured the subject Tesla vehicle.

48. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) inspected the subject Tesla vehicle.

49. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) tested the subject Tesla vehicle.

50. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) distributed the subject Tesla vehicle.

51. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) sold the subject Tesla vehicle.

52. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) delivered the subject Tesla vehicle.

53. Defendant ABC CORPORATION (a fictitious name, the true name being unknown) sold, delivered, distributed, designed, manufactured and/or tested the subject Tesla vehicle.

54. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the design of the subject Tesla vehicle.

55. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the manufacture of the subject Tesla vehicle.

56. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the crashworthiness of the subject Tesla vehicle.

57. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the inspection of the subject Tesla vehicle.

58. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the testing of, or duty to test, the subject Tesla vehicle.

59. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the distribution of the subject Tesla vehicle.

60. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the sale of the subject Tesla vehicle.

61. Defendant TESLA, INC. is responsible for any and all legal obligations and liabilities arising from the delivery of the subject Tesla vehicle.

62. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the design of the subject Tesla vehicle.

63. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the manufacture of the subject Tesla vehicle.

64. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the crashworthiness of the subject Tesla vehicle.

65. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the inspection of the subject Tesla vehicle.

66. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the testing of, or duty to test, the subject Tesla vehicle.

67. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the distribution of the subject Tesla vehicle.

68. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the sale of the subject Tesla vehicle.

69. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is responsible for any and all legal obligations and liabilities arising from the delivery of the subject Tesla vehicle.

70. Defendant ABC CORPORATION (a fictitious name, the true name being unknown) is responsible for any and legal obligations and liabilities arising from the sale, delivery, distribution, design, manufacture and/or testing of the subject Tesla vehicle.

71. Defendant TESLA, INC. sold the subject Tesla vehicle to Millie Ortiz Sheehan.

72. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) sold the subject Tesla vehicle to Millie Ortiz Sheehan.

73. On September 16, 2024, Milis Ortiz Sheehan was the operator of the subject Tesla vehicle.

74. Battle Avenue, approximately 200 feet east of Central Avenue, in White Plains, New York, was and still is a public roadway.

75. On September 16, 2024, at the aforesaid place and time, Millie Ortiz Sheehan was the operator of the subject Tesla vehicle and Diana Irene Sheehan was a front-seat passenger.

76. At the time and place aforesaid, the subject Tesla vehicle was involved in a violent collision at or near 295 Battle Avenue in White Plains, New York.

77. By reason of said collision, the entire left-side of the subject Tesla vehicle was caused to sheer off and detach from the body of the vehicle ejecting the restrained driver, Millie Ortiz Sheehan, who sustained fatal injuries. The high-voltage lithium-ion battery pack of the subject Tesla vehicle was damaged and caught fire that quickly spread within and around the subject vehicle while the passenger, Diana Irene Sheehan was trapped inside, unable to open the electronic push-button doors that became disabled and useless once power was lost within the vehicle.

78. Defendant TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) respectively, included mechanical back-ups for door opening accessible from inside the vehicle, but they were hidden, concealed, unlabeled and impractical in an emergency. Passengers were left with only a concealed, mechanical release that was obscured, non-intuitive and highly unlikely to be located or operated in the smoke, fire and post-collision chaos by a passenger, including Diana Irene Sheehan, an uninitiated, non-owner passenger of the subject Tesla vehicle.

79. Defendant TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) knew or should have known that the high-voltage lithium-ion batteries lacked widely available and effect design features to prevent heat transfer, damage and fire in the event of such a foreseeable

crash. Specifically, defendants failed to insulate and/or isolate cells and modules with non-flammable or intumescent barriers, and to enclose batteries for heat resistance, fire suppression and fire prevention long enough to allow an occupant adequate time to exit in an emergency; a defect that directly compromised the subject Tesla vehicle's crashworthiness and fire prevention that allowed the catastrophic fire to occur.

80. The design choices by TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) created a highly foreseeable risk, which was preventable with adequate care and design safety measures. Nevertheless, these acts and omissions caused occupants who survived a Tesla collision unnecessary risk by becoming trapped inside a burning Tesla without a sufficient, reasonable opportunity to exit.

81. By reason of said collision and the aforesaid crashworthiness and design defects, Diana Irene Sheehan became trapped inside the burning Tesla vehicle, unable to escape, where she experienced unimaginable pain, suffering and pre-death terror until she succumbed to the smoke and fire that took her young life.

82. Said occurrence and resulting injuries and death to Diana Irene Sheehan were caused by the reason of the negligence, carelessness and recklessness of defendants TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), and/or ABC CORPORATION (a fictitious name, the true name being unknown).

83. TESLA INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) had actual, repeated notice of these same dangers associated with its vehicles. Namely, that the

electronic Tesla vehicles were prone to fires, explosions, whether triggered by a crash or otherwise, and that such fires were difficult to extinguish and contain once it began. Defendants were further on notice that its reliance on electronic door systems created a serious risk of occupant entrapment after crashes since its electronic push-button system would be rendered disabled and useless. Despite such notice, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown) continued to market and sell vehicles, including the subject vehicle, without regard to the safety and lives of those occupants who predictably could become trapped in an emergency.

84. Any joint and several liability of the Defendants, is not limited by CPLR § 1601 by reason of the exemptions and/or exceptions set forth in Article 16 of the CPLR, including recklessness pursuant to CPLR 1602(7) and personal jurisdiction over a manufacturer pursuant to CPLR 1602(10).

85. That by reason of the foregoing, plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, have been damaged in an amount of money that exceeds the jurisdictional limits of all lower courts in the State of New York.

IV. COUNT TWO

86. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

87. Defendant TESLA, INC., in connection with its business and activities aforementioned, warranted and represented, expressly and impliedly, that the subject Tesla vehicle was safe and proper for the purposes for which it was intended to be used.

88. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) in connection with its business and activities aforementioned, warranted and represented, expressly and impliedly, that the subject Tesla vehicle was safe and proper for the purposes for which it was intended to be used.

89. Defendant ABC CORPORATION (a fictitious name, the true name being unknown) in connection with its business and activities aforementioned, warranted and represented, expressly and impliedly, that the subject Tesla vehicle was safe and proper for the purposes for which it was intended to be used.

90. Defendant TESLA, INC. is legally responsible and liable to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for the express and implied warranties and representations made by Defendants, that the subject Tesla vehicle was safe and proper for the purposes for which it was intended to be used.

91. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), is legally responsible and liable to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for the express and implied warranties and

representations made by Defendants, that the subject Tesla vehicle was safe and proper for the purposes for which it was intended to be used.

92. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown), is legally responsible and liable to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for the express and implied warranties and representations made by Defendants, that the subject Tesla vehicle was safe and proper for the purposes for which it was intended to be used.

93. FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, relied upon the skill and judgment of TESLA, INC.

94. Plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, relied upon the skill and judgment of TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown).

95. Plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S.,

an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, relied upon all representations and warranties made by defendant TESLA, INC.

96. Plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, relied upon all representations and warranties made by defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown).

97. All of the aforementioned representations and warranties were false, misleading and inaccurate in that the subject Tesla vehicle was unsafe, unsound, unreasonably dangerous, hazardous and not reasonably safe for its intended use.

98. The aforesaid occurrence and resulting serious injuries to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, were caused by the breach of express warranties by defendant TESLA, INC.

99. The aforesaid occurrence and resulting serious injuries to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, were

caused by the breach of express warranties by defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS).

100. Defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown), respectively, are legally responsible and liable to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for said breach of express warranties made by defendants and the resulting serious injuries, death and damages therefrom.

101. The aforesaid occurrence and resulting serious injuries, death and damages to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, were caused by the breach of express warranties by defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown).

102. Any other joint and several liability of defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown), is not limited by CPLR § 1601 by reason of the exemptions and/or exceptions set forth in Article 16 of the CPLR, including recklessness pursuant to CPLR 1602(7) and personal jurisdiction over a manufacturer pursuant to CPLR 1602(10).

103. That by reason of the foregoing, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, have been damaged in an amount of money that exceeds the jurisdictional limits of all lower courts in the State of New York.

V. COUNT THREE

104. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

105. Defendants TESLA, INC, TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and ABC CORPORATION (a fictitious name, the true name being unknown) were in breach of their implied warranties.

106. Defendant TESLA, INC. is legally responsible and liable to plaintiffs, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for the breach of implied warranties made by TESLA OF WHITE PLAINS and ABC CORPORATION (a fictitious name, the true name being unknown).

107. Defendant TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) is legally responsible and liable to plaintiffs, plaintiffs FFRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-

Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for the breach of implied warranties made by TESLA, INC.

108. Defendant ABC CORPORATION (a fictitious name, the true name being unknown) is legally responsible and liable to plaintiffs, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, for the breach of implied warranties made by TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or TESLA, INC.

109. The aforesaid occurrence and resulting serious injuries, death and damages to plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, were caused by the breach of implied warranties by defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and/or ABC CORPORATION (a fictitious name, the true name being unknown).

110. Any joint and several liability of defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and ABC CORPORATION (a fictitious name, the true name being unknown), is not limited by CPLR § 1601 by reason of the exemptions and/or exceptions set forth in Article 16 of the CPLR, including recklessness pursuant to CPLR 1602(7) and personal jurisdiction over a manufacturer pursuant to CPLR 1602(10).

111. That by reason of the foregoing, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, have been damaged in an amount of money that exceeds the jurisdictional limits of all lower courts in the State of New York.

VI. COUNT FOUR

112. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

113. At the time of its design, manufacture, distribution, delivery and sale, the subject Tesla vehicle was in a defective, hazardous and unreasonably dangerous condition.

114. The defects complained of in the subject Tesla vehicle were substantial contributing factors in causing the aforesaid occurrence and resulting serious injuries, death and damages sustained by plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased.

115. The defendant, TESLA, INC., has become strictly liable in tort for the design, manufacture, testing, inspection, distribution, delivery and/or sale of a defective product, the subject Tesla vehicle, which defects caused and/or contributed to the aforesaid occurrence and resulting serious injuries, death and damages sustained by plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased,

and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased.

116. The defendant, TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS), has become strictly liable in tort for the design, manufacture, testing, inspection, distribution, delivery and/or sale of a defective product, the subject Tesla vehicle, which defects caused and/or contributed to the aforesaid occurrence and resulting serious injuries, death and damages sustained by plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased.

117. The defendant, ABC CORPORATION (a fictitious name, the true name being unknown), has become strictly liable in tort for the design, manufacture, testing, inspection, distribution, delivery and/or sale of a defective product, the subject Tesla vehicle, which defects caused and/or contributed to the aforesaid occurrence and resulting serious injuries, death and damages sustained by plaintiffs, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased.

118. Any joint and several liability of defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and ABC CORPORATION (a fictitious name, the true name being unknown), is not limited by CPLR § 1601 by reason of the exemptions

and/or exceptions set forth in Article 16 of the CPLR, including recklessness pursuant to CPLR 1602(7) and personal jurisdiction over a manufacturer pursuant to CPLR 1602(10).

119. That by reason of the foregoing, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, have been damaged in an amount of money that exceeds the jurisdictional limits of all lower courts in the State of New York.

VII. COUNT FIVE

120. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

121. That at all times hereinafter mentioned, the plaintiff, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, was the lawful spouse of the decedent, DIANA IRENE SHEEHAN, and as such, the plaintiff, FRANCIS X. SHEEHAN II, was entitled to her spouse's love, services, affection, support and companionship and was responsible for his spouse's welfare and medical expenses, as well as, assistance, companionship, counsel and advice in raising their infant child, K.S.

122. That by reason of the foregoing, plaintiff, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, has been irreparably damaged in an amount that exceeds the jurisdictional limits of all lower courts in the State of New York.

VIII. COUNT SIX

123. Plaintiffs reallege and incorporate by reference all the allegations previously set forth herein above with the same force and effect as if fully set forth below at length.

124. The decedent, DIANA IRENE SHEEHAN, left surviving her next of kin, K.S., an infant represented by the plaintiff, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant.

125. The decedent, DIANA IRENE SHEEHAN, left surviving her next of kin, K.S., who has sustained pecuniary damages, including, but not limited to, loss of decedent's income, support, inheritance, care, and has incurred medical, funeral and other expenses, and has suffered the loss of decedent's advice, services, guidance, counsel, comfort, consortium, and companionship through the remainder of infancy, as a result of the defendants' acts and omissions set forth above.

126. That by reason of the foregoing, the decedent, DIANA IRENE SHEEHAN's next of kin, K.S., an infant, represented by the plaintiff, FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, has been irreparably damaged in an amount that exceeds the jurisdictional limits of all lower courts in the State of New York.

WHEREFORE, plaintiffs FRANCIS X. SHEEHAN II, individually and as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, and as Father and Natural Guardian of K.S., an infant, and AZINIA THOMAS, as Co-Administrator of the ESTATE OF DIANA IRENE SHEEHAN, deceased, demand judgment against the defendants, TESLA, INC., TESLA MOTORS NEW YORK, LLC (f/k/a TESLA OF WHITE PLAINS) and ABC

CORPORATION (a fictitious name, the true name being unknown) on all causes of actions set forth herein in amounts that exceed the jurisdictional limits of all lower courts in the State of New York, including but not limited to damages, medical expenses, funeral expenses, pre-death pain and suffering including terror, fear of impending death, entrapment and burning, conscious pain and suffering, loss of earning capacity, loss of decedent's income, support, inheritance, care, assistance, and the loss of advice, guidance, companionship, counsel and consortium, as well as, punitive damages, together with the costs and disbursements of these actions, and any other relief that this Court deems just and appropriate.

Dated: New York, New York
August 24, 2026

BELLUCK LAW, LLP
546 Fifth Avenue · 5th Floor
New York, NY 10036
Tel: (212) 681-1575

By: Joseph Belluck, Esq.
Daniel LaTerra, Esq.

ATTORNEY VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

DANIEL LaTERRA, an attorney duly admitted to practice before the Courts of the State of New York, affirms the following to be true under the penalties of perjury:

I am an associate of BELLUCK LAW, LLP, attorneys of record for plaintiffs.

I have read the annexed AMENDED COMPLAINT and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters, I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon facts, records, and other pertinent information contained in my files.

The reason this verification is made by me and not by plaintiffs is that plaintiffs are not presently in the county wherein I maintain my offices.

Dated: New York, New York
August 24, 2026

BELLUCK LAW, LLP

Daniel LaTerra, Esq.

Exhibit B

For Office Use Only
Filing Fee Paid $ _____
Certs $ _____
$ _____ Bond, Fee: _____
Receipt No: _____ No: _____

DO NOT LEAVE ANY ITEMS BLANK

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

---X

ADMINISTRATION PROCEEDING,
Estate of DIANA IRENE SHEEHAN
a/k/a DIANA IRENE TROCHEZ
Deceased

---X

PETITION FOR LETTERS OF:
[✓] Administration
[ ] Limited Administration
[ ] Administration with Limitations
[ ] Temporary Administration
File No. _____

TO THE SURROGATE'S COURT, COUNTY OF WESTCHESTER

It is respectfully alleged:

1. The name, domicile and interest in this proceeding of the petitioner, who is of full age, is as follows:

Name: Francis X. Sheehan II

Domicile: 8 Tudor Place (Street Address) Westchester (City/Town/Village)
Westchester (County) New York (State) 10530 (Zip) 914 262 9578 (Telephone Number)

Mailing address is: _____ (if different from domicile)

Citizenship (check one): [✓] U.S.A [ ] Other (specify) _____

Interest of Petitioner (check one):

[✓] Distributee of decedent (state relationship) Spouse

[ ] Other (specify) _____

Is proposed Administrator an attorney? [ ] Yes [✓] No

[If yes, submit statement pursuant to 22 NYCRR 207.16(e); see also 207.52 (Accounting of attorney fiduciary).]

The proposed Administrator [ ] is [✓] is not a convicted felon nor is he/she otherwise ineligible, pursuant to SCPA 707 to receive letters.

If the proposed Administrator is a convicted felon, submit a copy of the Certificate of Relief from Civil Disabilities.

2. The name, domicile, date and place of death, and national citizenship of the above-named decedent are as follows: [**The Death Certificate must be filed with this proceeding.** If the decedent's domicile is different from that shown on the death certificate, check box [ ] and attach an affidavit explaining the reason for this inconsistency.]

Name: Diana Irene Sheehan a/k/a Diana Irene Trochez

Domicile: 8 Tudor Place (Street Number) Hartsdale (City, Village/Town)
New York (State) 10530 (Zip Code)

Township of: Greenburgh County of: WESTCHESTER
Date of Death: 09/16/2024 Place of Death: Roadway - Battle Avenue, White Plains, New York

Citizenship: (check one): [✓] U.S.A. [ ] Other (specify) _____

For Office Use Only

Filling Fee Paid $ _____ Certs $ _____

$ _____ Bond, Fee: _____

Receipt No: _____ No: _____

DO NOT LEAVE ANY ITEMS BLANK

SURROGATE'S COURT OF THE STATE OF NEW YORK

COUNTY OF WESTCHESTER

---X

ADMMINISTRATION PROCEEDING,

Estate of DIANA IRENE SHEEHAN

a/k/a DIANA IRENE TROCHEZ

Deceased

---X

PETITION FOR LETTERS OF:

[✓] Administration
[ ] Limited Administration
[ ] Administration with Limitations
[ ] Temporary Administration

File No. _____

TO THE SURROGATE'S COURT, COUNTY OF WESTCHESTER

It is respectfully alleged:

1. The name, domicile and interest in this proceeding of the petitioner, who is of full age, is as follows:

Name: Azinia Thomas

Domicile: 3026 Wickham Avenue (Street Address) Bronx (City/Town/Village) Bronx (County) New York (State) 10469 (Zip) 718 772-7128 (Telephone Number)

Mailing address is: _____ (if different from domicile)

Citizenship (check one): [✓] U.S.A [ ] Other (specify) _____

Interest of Petitioner (check one):

[ ] Distributee of decedent (state relationship) _____

[✓] Other (specify) Co-Administrator pursuant to SCPA 1001.5 nominated to serve as eligible and chosen by spouse to serve with him

Is proposed Administrator an attorney?

] Yes [✓] No

[If yes, submit statement pursuant to 22 NYCRR 207.16(e); see also 207.52 (Accounting of attorney fiduciary).]

The proposed Administrator [ ] is [✓] is not a convicted felon nor is he otherwise ineligible, pursuant to SCPA 707 to receive letters.

If the proposed Administrator is a convicted felon, submit a copy of the Certificate of Relief from Civil Disabilities.

2. The name, domicile, date and place of death, and national citizenship of the above-named decedent are as follows:

[**The Death Certificate must be filed with this proceeding.** If the decedent's domicile is different from that shown on the death

Name: Diana Irene Sheehan a/k/a Diana Irene Trochez

Domicile:

8 Tudor Place (Street Number) Hartsdale (City, Village/Town)

New York (State) 10530 (Zip Code)

Township of: Greenburgh County of: WESTCHESTER

Date of Death: 09/16/2024 Place of Death: Broadway - Battle Avenue, White Plains, New York

Citizenship: (check one): [✓] U.S.A. [ ] Other (specify) _____

[Note: For Items 3a through c: Do not include any assets that are jointly held, held in trust for another, or have a named beneficiary.]

3.(a) The estimated gross value of the decedent's personal property passing by intestacy is less than

$ 0

(b) The estimated gross value of the decedent's real property, in this state, which is [ ] improved, [✓] unimproved, passing by intestacy is less than

$ 0

A brief description of each parcel is as follows:

(c) The estimated gross rent for a period of eighteen (18) months is the sum of $ 0

(d) In addition to the value of the personal property stated in paragraph (3) the following right of action existed on behalf of the decedent and survived his/her death, or is granted to the administrator of the decedent by special provision of law, and it is impractical to give a bond sufficient to cover the probable amount to be recovered therein: [Write "NONE or state briefly the cause of action and the person against whom it exists, including names and carrier].

A cause of action for wrongful death and severe and serious personal injuries proposed to be commenced in the Supreme Court against Tesla, Inc. et al

(e) If decedent is survived by a spouse and a parent, or parents but no issue, and there is a claim for wrongful death, check here [ ] and furnish name(s) and address(es) of parent(s) in Paragraph 7. See EPTL5-4.4.

4. A diligent search and inquiry, including a search of any safe deposit box, has been made for a will of the decedent and none has been found. Petitioner(s) (has) (have) been unable to obtain any information concerning any will of the decedent and therefore allege(s), upon information and belief, that the decedent died without leaving any last will.

5. A search of the records of this Court shows that no application has ever been made for letters of administration upon the estate of the decedent or for the probate of a will of the decedent, and your petitioner is informed and verily believes that no such application ever has been made to the Surrogate's Court of any other county of this state.

6. The decedent left surviving the following who would inherit his/her estate pursuant to EPTL4-1.1 and 4-1.2:

a. [Yes] Spouse (husband/wife).

b. [1] Child or children or descendants of predeceased child or children. [Must include marital, nonmarital and adopted].

c. [No] Any issue of the decedent adopted by persons related to the decedent (DRL Section 117).

d. [X] Mother/Father.

e. [X] Sisters or brothers, either of whole or half blood, and issue of predeceased sisters or brothers.

f. [X] Grandmother/Grandfather.

g. [X] Aunts or uncles, and children of predeceased aunts and uncles (first cousins).

h. [X] First cousins once removed (children of first cousins).

[Information is required only as to those classes of surviving relatives who would take the property of decedent pursuant to EPTL4-1.1. State "number" of survivors in each class. Insert "No" in all prior classes. Insert "X" in all subsequent classes].

7. The decedent left surviving the following distributees, or other necessary parties, whose names, degrees of relationship, domiciles, post office address and citizenship are as follows:

[Note: Show clearly how each person is related to decedent. If relationship is through an ancestor who is deceased, give name, date of death, and relationship of the ancestor to the decedent. Use rider sheet if space in paragraph (7) is not sufficient. See Uniform Rules 207.16(b).

If any person listed in paragraph (7) is a non-marital person, or descended from an on marital person, attach a copy of the order affiliation or Schedule A. If any person listed in paragraph (7) was adopted by any persons related by blood or marriage to decedent or descended from such persons, attach Schedule B].

7a. The following are of full age and under no disability: [If non-marital or adopted-out person, so indicate by attaching Schedule A and.or B]

Name	Relationship	Domicile and Mailing Address	Citizenship
Francis X. Sheehan II	Spouse	8 Tudor Place, Hartsdale, New York 10530	U.S.A.
Azinia Thomas	Co-Administrator	3026 Wickham Avenue, Bronx, New York 10469	U.S.A.

7b. The following are infants and/or persons under disability: [Attach applicable Schedule A, B, C, and/or D]

Name	Relationship	Domicile and Mailing Address	Citizenship
Kiernan Sheehan	Son	8 Tudor Place, Hartsdale, New York 10530	U.S.A.

8. There are no outstanding debts or funeral expenses, except: [Write "NONE" or state same]

NONE

9. There are no other persons interested in this proceeding other than those here in before mentioned.

WHEREFORE, your petitioner respectfully prays that: [Check and complete all relief requested]

( ) a. process issue to all necessary parties to show cause why letters should not be issued as requested;

( ) b. an order be granted dispensing with service of process upon those persons named in Paragraph(7) who have a right to letters prior or equal to that of the person nominated, and who are non-domiciliaries or whose names or whereabouts are unknown and cannot be ascertained;

(X) c. a decree award Letters of:

[X] Administration to Francis X. Sheehan II and Azinia Thomas

[ ] Limited Administration to _____

[ ] Administration with Limitation to _____

[ ] Temporary Administration to _____

or to such other person or persons having a prior right as may be entitled thereto, and;

( ) d. That the authority of the representative under the forgoing Letters be limited with respect to the prosecution or enforcement of a cause of action on behalf of the estate, as follows: the administrator(s) may not enforce a judgment or receive any funds without further order of the Surrogate.

( ) e. That the authority of the representative under the foregoing Letters be limited as follows:

_____

_____

_____

_____

_____

_____

( ) f. [State any other relief requested.] _____

_____

Dated: 6/28/25

1. _____
(Signature of Petitioner)
Francis X. Sheehan II
(Print Name)

2. _____
(Signature of Petitioner)
Azinia Thomas
(Print Name)

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

COMBINED VERIFICATION, OATH AND DESIGNATION

[For use when petitioner is to be appointed administrator]

I, the undersigned the petitioner named in the foregoing petition, being duly sworn, say:

1. VERIFICATION: I have read the foregoing petition subscribed by me and know the contents thereof, and the same is true of my own knowledge, except as to the matters there in stated to be alleged upon information and belief, and as to those matters I believe it to be true.

2. OATH OF ADMINISTRATOR as indicated above: I am over eighteen (18) years of age and a citizen of the United States; and I will well, faithfully and honestly discharge the duties of Administrator of the goods, chattels and credits of said decedent according to law. I am not ineligible, pursuant to SCPA707, to receive letters and will duly account for all moneys and other property that will come into my hands.

3. DESIGNATION OF CLERK FOR SERVICE OF PROCESS: I do hereby designate the Clerk of the Surrogate's Court of WESTCHESTER County, and his/her successor in office, as a person on whom service of any process, issuing from such Surrogate's Court may be made in like manner and with like effect as if it were served personally upon me, whenever I cannot be found and served within the State of New York after due diligence used.

My domicile is: 8 Tudor Place (Street/Number) Hartsdale (City, Village/Town) New York (State) 10530 (Zip)

Signature of Petitioner

On the 28 day of June, 20 25, before me personally came

Francis X. Sheehan II

to me known to be the person described in and who executed the foregoing instrument. Such person duly swore to such instrument before me and duly acknowledged that he/she executed the same.

Notary Public

KATHERINE DUQUESNAY
Notary Public, State of New York
No. 01DU6383097
Qualified in Nassau County
Commission Expires: November 13, 2026

Commission Expires:

(Affix Notary Stamp or Seal)

Signature of Attorney:

Print Name: Carmine A. Rubino

Firm Name: Kramer, Dillof, Livingston & Moore Tel. No.: (212) 267-4177

Address of Attorney: 217 Broadway, 10th Floor, New York, New York 10007

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

COMBINED VERIFICATION, OATH AND DESIGNATION

[For use when petitioner is to be appointed administrator]

I, the undersigned the petitioner named in the foregoing petition, being duly sworn, say:

1. VERIFICATION: I have read the foregoing petition subscribed by me and know the contents thereof, and the same is true of my own knowledge, except as to the matters there in stated to be alleged upon information and belief, and as to those matters I believe it to be true.

2. OATH OF ADMINISTRATOR as indicated above: I am over eighteen (18) years of age and a citizen of the United States; and I will well, faithfully and honestly discharge the duties of Administrator of the goods, chattels and credits of said decedent according to law. I am not ineligible, pursuant to SCPA707, to receive letters and will duly account for all moneys and other property that will come into my hands.

3. DESIGNATION OF CLERK FOR SERVICE OF PROCESS: I do hereby designate the Clerk of the Surrogate's Court of WESTCHESTER County, and his/her successor in office, as a person on whom service of any process, issuing from such Surrogate's Court may be made in like manner and with like effect as if it were served personally upon me, whenever I cannot be found and served within the State of New York after due diligence used.

My domicile is: 3026 Wickham Avenue (Street/Number) Bronx (City, Village/Town) New York (State) 10469 (Zip)

Azinia Thomas
Signature of Petitioner

On the 28 day of June, 20 25, before me personally came

Azinia Thomas

to me known to be the person described in and who executed the foregoing instrument. Such person duly swore to such instrument before me and duly acknowledged that he/she executed the same.

Notary Public

KATHERINE DUQUESNAY
Notary Public, State of New York
No. 01DU6383097
Qualified in Nassau County
Commission Expires: November 13, 2026

Commission Expires:

(Affix Notary Stamp or Seal)

Signature of Attorney:

Print Name: Carmine A. Rubino

Firm Name: Kramer, Dillof, Livingston & Moore Tel. No.: (212) 267-4177

Address of Attorney: 217 Broadway, 10th Floor, New York, New York 10007

Exhibit C

Powers, Lynne M.

From: Joe Belluck <jbelluck@bellucklaw.com>
Sent: Monday, August 24, 2026 6:21 PM
To: Peter J. Fazio
Cc: Daniel LaTerra; Herman, Brian A.; Powers, Lynne M.
Subject: Re: Francis Sheehan (Diana Sheehan) v. Tesla - Bronx County Matter - 815527/2026E

[EXTERNAL EMAIL]
We look forward to working with you on this extremely tragic case. We know lots of attorneys at both of your firms from our asbestos work - Brady Edwards, Paul Scrudato and others have been good friends for dozens of years.

Best

Joe

On Aug 24, 2026, at 3:05 PM, Peter J. Fazio <pjfazio@arfdlaw.com> wrote:

Dan,

Thank you for taking the time to speak with me this morning.

As per our conversation, I, along with Morgan Lewis (Brian Herman and Lynne Powers) will be representing Tesla, Inc. and Tesla Motors New York, LLC in *Sheehan v. Tesla, Inc., et al.*, Index No. 815527/2026E, pending in Bronx County Supreme Court.

Thank you for confirming that you are seeking damages in excess of $75,000 in this action. We are currently conducting an initial review of this matter and will let you know if we proceed with a removal to federal court.

Look forward to working with you and Joe on this matter.

Peter J. Fazio
Direct: (212) 593-5458 | **Fax:** (212) 593-6970
E-mail: pjfazio@arfdlaw.com

<image001.jpg>

600 Third Avenue, 5th Floor | New York, NY 10016

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message in error by replying to this message upon receipt. Thereafter, you are required to delete any and all copies of this message and any attachment and return any hard copies of the materials contained therein to the sender. The receipt in error of this message and any attachment is not a waiver of the various privilege(s) attached to this communication.